



# LIDO ISLE YACHT CLUB

Latitude 33° 36' 34.5" N

Longitude 117° 54' 50.8" W

Established 1928

## ***GENERAL RELEASE OF LIABILITY***

### ***READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS AND THE LEGAL RIGHTS OF YOUR CHILD***

In exchange for participation in the activity of sailing instruction and competition and related activities organized by Lido Isle Yacht Club, 701 Via Lido Soud, Newport Beach, California, 92663 and/or use of the property, facilities, instructional staff and services of Lido Isle Yacht Club and/or Lido Isle Community Association, I agree for myself and for \_\_\_\_\_ (“Child”) and for all other members of my family, to the following:

**1. AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe, and to be responsible for my Child to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Lido Isle Yacht Club and/or Lido Isle Community Association, or the employees, officers, directors, volunteers, representatives, property management company employees and any other agents of Lido Isle Yacht Club and/or Lido Isle Community Association (“Protected Parties”).

**2. ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with sailing and related activities. I assume full responsibility for personal injury related to participation in the sailing instruction and related activities program. In addition to the normal risks associated with sailing and related activities, in this time of pandemic I understand that there is a risk of potential exposure to Covid 19<sup>1</sup> and other communicable diseases to myself and my family members and friends. With those risks in mind, I affirmatively assume those risks on behalf of myself and my Child and my family members. Additionally, I release and discharge Lido Isle Yacht Club and/or Lido Isle Community Association for injury, loss or damage arising out of my or my family's use as part of the Lido Isle Yacht Club's Junior sailing programs. This release extends to our presence upon the facilities of Lido Isle Yacht Club and/or Lido Isle Community Association and acts of their employees, contractors, instructors, volunteers and fellow participants, whether caused by the fault of myself, my Child, other members of my family, or by members of the Lido Isle Yacht Club and/or Lido Isle Community Association or others, including their employees, contractors, instructors, volunteers and fellow participants.

I acknowledge that I have received the Lido Isle Yacht Club COVID Information Fact Sheet for Parents and Participants and by signing this document acknowledge that I have read and reviewed the information contained therein.

**3. FEES.** I agree to pay for all damages to the facilities of Lido Isle Yacht Club and/or Lido Isle Community Association and/or Lido Isle Community Association, as applicable, caused by any negligent, reckless, or willful actions by me or my family.

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<sup>1</sup> See special Covid 19 Assumption of Risk, Addendum 1



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**4. CONSENT.** I, \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, California \_\_\_\_\_, consent to the participation of my Child, \_\_\_\_\_, in the activity of sailing instruction and competition and related activities, and agree on behalf of the above minor to all of the terms and conditions of this Agreement. By signing this Release of Liability, I represent that I have legal authority over and custody of \_\_\_\_\_.

**5. MEDICAL AUTHORIZATION.**<sup>2</sup> In the event of an injury to the above minor ("Child") during the above described activities, I give my permission to Lido Isle Yacht Club and/or Lido Isle Community Association or to the employees, representatives or agents of Lido Isle Yacht Club and/or Lido Isle Community Association to arrange for all necessary medical treatment for which I shall be financially responsible. This temporary authority will begin on January 1, 2021 and will remain in effect until terminated in writing by the undersigned or December 31, 2021, whichever occurs first.

**6. APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under California law.

**7. NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Lido Isle Yacht Club and/or Lido Isle Community Association has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

**8. ARM'S LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arm's length negotiation between the Parties entered into during a pandemic era and I agree that I am aware of the current pandemic status in Newport Beach, California and have affirmatively chosen to enter into this agreement with the intention of providing Lido Isle Yacht Club and Lido Isle Community Association with the broadest possible protection against any claim whatsoever arising from my child's participation in the 2021 Lido Isle Junior Sailing Program. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity. Accordingly, the Parties specifically reject the application of Cal. Civ. Code §1654 to this Agreement, as well as any other statute or common law principles of similar effect.

**9. ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

**10. HOLD HARMLESS, REIMBURSEMENT.** I agree to hold harmless and reimburse the Protected Parties and Entities for any reasonable costs or expenses, including all legal defenses costs

<sup>2</sup> See Advance Waiver of Disclosure of Medical Information re. Covid 19, Addendum 2



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and expenses and attorney fees, that any Protected Parties or Entity incurs (or has a liability for) resulting from a claim made by or on behalf of myself, my Child or any family member against Lido Isle Community Association, Lido Isle Yacht Club, Lido Isle Junior Yacht Club, all instructors and other employees of the organizations heretofore named, all directors and officers of the entities named above, all volunteers and parents participating in any manner, directly or indirectly with the Lido Isle Yacht Club's Junior Sailing Program commencing in January, 2021 (protected persons and entities) related to my child's participation in Lido Isle Yacht Club's Junior Sailing Program commencing in January, 2021.

**11. DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure. I affirmatively waive the right to a jury trial to resolve a dispute.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association with an Orange County, California based Mediator and/or Arbitrator and with a hearing venue in Orange County, California. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

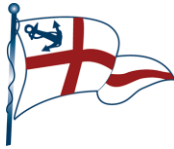
**12. EMERGENCY CONTACT.** In case of an emergency, please call \_\_\_\_\_ (Relationship: Parent) at \_\_\_\_\_ (Day), or \_\_\_\_\_ (Evening).

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY AND WILLINGLY SURRENDER CERTAIN LEGAL RIGHTS IN EXCHANGE FOR MY CHILD BEING ABLE TO PARTICIPATE IN THE 2021 LIDO ISLE YACHT CLUB'S JUNIOR SAILING PROGRAM.**

All parties to this document agree to conduct the transaction or release recited above by electronic means. Electronic signatures are agreed to and authorized and are intended to be equally enforceable as if the document was signed originally by hand.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_  
\_\_\_\_\_



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## ADDENDUM 1

### COVID 19 ASSUMPTION OF RISK

Assumption of Risk. I, \_\_\_\_\_, am the Parent of \_\_\_\_\_ ("Child"). I am aware of the current Covid 19 pandemic and have followed the current news media reports sufficiently so that I am aware of current governmental and medical warnings relating to the potential spread of the Covid 19 virus through community contacts and spread. I acknowledge that I have received the Lido Isle Yacht Club COVID Information Fact Sheet for Parents and Participants and by signing this document acknowledge that I have read and reviewed the information contained therein. With that knowledge, I hereby specifically affirmatively state that it is my desire that my child participate in the Lido Isle Yacht Club's Junior Sailing Program commencing in January, 2021. On behalf of myself, my child and all persons with whom my child may come into contact with, we assume the risk of Covid 19 infection and waive any claims we otherwise might be able to assert against any person or entity that my child comes into contact with by reason of participation in the Lido Isle Yacht Club's Junior Sailing Program commencing in January, 2021. The foregoing includes, but is not limited to Lido Isle Community Association, Lido Isle Yacht Club, Lido Isle Junior Yacht Club, all instructors and other employees of the organizations heretofore named, all directors and officers of the entities named above, all volunteers and parents participating in any manner, directly or indirectly with the Lido Isle Yacht Club's Junior Sailing Program commencing in January, 2021 (Protected Persons and Entities).

Parental Obligation and Responsibility. As Parent of the Child, I agree that I will take Child's temperature in the evening and in the morning prior to the start of the Junior Sailing Program. If the temperature is above 100.4 I will not permit my child to attend the Junior Sailing Program and I will advise the Sailing Director and keep her informed on a daily basis thereafter for two weeks. Additionally, if I notice an unusual cough, sneeze, rash or other medical issue I will not allow my Child to attend the Junior Sailing Program.

Observed Symptoms of Illness. If it is observed that the Child displays symptoms of any illness, the Child will be asked to leave immediately, return home and remain at home until cleared. The Lido Isle Junior Program will not be attempting to diagnose any child's illness, but it does intend to exercise a heightened degree of awareness of participant health in order to protect both instructors and other children.

All parties to this document agree to conduct the transaction or release recited above by electronic means. Electronic signatures are agreed to and authorized and are intended to be equally enforceable as if the document was signed originally by hand.

Dated: \_\_\_\_\_

Parents of Child

\_\_\_\_\_

\_\_\_\_\_



ADDENDUM 2

**ADVANCE AUTHORIZATION  
FOR USE AND/OR DISCLOSURE OF  
HEALTH INFORMATION RELATED TO COVID 19**

Completion of this document authorizes the disclosure and limited use of health information about your Child, and your family, in the event your Child and/or a member of your immediate household tests positive for the Covid 19 Coronavirus. The purpose is to provide transparency during the pandemic era and assist in contact tracing should that become prudent. This Authorization is limited to disclosure of information relating to the Covid 19 Coronavirus.

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("Child")

[Printed Name of Child/Children to which this Authorization is applicable]

I hereby authorize the Lido Isle Yacht Club Sailing Director, Commodore and Vice Commodore to release to parents, instructors and other persons actively involved or having responsibilities, whether paid or volunteer, for Lido Isle Yacht Club's Junior Sailing Program health information concerning exposure, diagnoses, test results and confirmation or lack of confirmation of Covid 19 infection, whether confirmed or not relating to the above named Child/Children.

The purpose of this Authorization is to waive the privacy rights of myself, spouse and Child as otherwise may be provided by federal confidentiality law and California law. The purpose of this waiver is to allow to the Lido Isle Yacht Club to provide relevant information to all participants in the event of a Covid 19 Coronavirus exposure and to assist in contact tracing.

This Authorization expires thirty days after the final day of my Child's participation in the Lido Isle Yacht Club's Junior Sailing Program or December 31, 2021, whichever first occurs.

I may refuse to sign this Authorization. In the event information is to be disclosed, I will be provided with a copy of the information disclosed.

I agree that I may not revoke this Authorization.

I acknowledge receipt of a copy of this Authorization.

All parties to this document agree to conduct the transaction or release recited above by electronic means. Electronic signatures are agreed to and authorized and are intended to be equally enforceable as if the document was signed originally by hand.

Dated: \_\_\_\_\_, 2021

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[Parent of Child/Children]