

**Assumption of the Risk and Waiver of Liability Relating to
Coronavirus/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

San Luis Yacht Club has put in place preventative measures to reduce the spread of COVID-19; however, the Club **cannot guarantee** that you will not become infected with COVID-19. References herein to “the Club” include San Luis Yacht Club, its agents, employees, volunteers, independent contractors (including, without limitation, the sailing instructor), insurers, successors, assigns, members, directors and officers. This assumption of risk document is in addition to and in no way limits the generality or effect of the separate Assumption and Acknowledgment of Risks and Release of Liability Agreement.

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By signing this agreement, I acknowledgment the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending the Club and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Club may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Club employees, volunteers, contractors and program participants and their families. I further acknowledge that social distancing is rarely possible on a small craft or sailing vessel, particularly in an instructor/student situation and that it will not be possible to maintain the recommended social distance from the instructor or my fellow participants in the sailing class. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance at the Club or participation in Club sailing programs (“Claims”). I hereby release, covenant not to sue, discharge, and hold harmless the Club, of and from the Claims, including all liabilities, claims, actions, omissions, or negligence of the Club as heretofore defined whether a COVID-19 infection occurs before, during or after participation in any Club program.

I further agree that I will not participate in any Club programs if I have been exposed to or have contracted COVID-19 or if I have any of the following: fever, cough, fatigue, loss of appetite, body aches or loss of smell. I agree to wear a surgical mask covering my mouth and nose during my participation. I further agree that this Assumption of Risk Agreement shall be binding on my heirs, executors, administrators, successors and assigns. I have read and understood this Agreement and enter into it voluntarily in consideration of the opportunity to participate in the Club programs and acknowledge that I am giving up legal rights and remedies which may be available to me.

Signature of Participant

Date

Print name of Participant