



Siebel Sailors Program 2021 - Registration Forms

Please note: If more than one child in your family is attending, you may use this form to cover all.

Student info:

Name

Address

City State Zip Code

School Grade Age

Previous Sailing Experience (if any)

Parent/Guardian Name info:

Name

Address (if different)

City State Zip Code

Cell Phone Work Phone Home Phone

E-Mail

Emergency Contacts:

Name Phone Number Relationship

Name Phone Number Relationship

Other Persons Authorized for Drop Off and Pick Up (Additions to this list must be specified to DC Sail Staff.)

1. _____
2. _____
3. _____

4. _____
5. _____
6. _____



Siebel Sailors Program 2021 - Registration Forms

Parental Consent and Waiver of Liability Assumption of Risk - Indemnity Agreement Siebel Sailors Program

I, the undersigned parent or legal guardian of _____ (herein referred to as my “Child”), request that my Child be allowed to participate in the National Maritime Heritage Foundation’s Siebel Sailors Program (herein referred to as “the Program”). This consent agreement shall remain in effect until the National Maritime Heritage Foundation (herein referred to as the “NMHF”) receives written notice of the cancellation of this consent, or until the conclusion of the Program. In return for my Child being permitted to take part in the activities and to use the facilities and property of the NMHF, I make the following promises and warrant as to the truth of the following facts.

1. I am familiar with all of the activities included in the Program, and I understand that employees of the NMHF are available to discuss these activities if I should wish additional information. I also understand that I am solely responsible for the delivery and the pick up of my Child at the NMHF facility. I agree that the NMHF assumes no responsibility for the supervision of my Child at times other than during the Program. I will inform my Child that he/she is expected to cooperate with, and follow the directions of, the persons in charge of the activities and to act in a manner consistent with the spirit of good sportsmanship and respect for the rights of others.
2. My Child is in good health, and I know of no reason why he/she would be incapable of participating in all of the Program activities. I will immediately notify the NMHF, if a change in my Child’s health or other condition would affect my Child’s ability to participate in the Program.
3. I hereby waive and release any right I, my heirs, distributees, guardians, legal representatives and assigns may have or acquire to make a claim against, sue, attach the property of, or prosecute the NMHF or any of its members, governors, officers, agents, instructors, and affiliated organizations (herein referred to as “the Releasees”) for monetary damages caused by injury to my Child or damage to the property of my Child or myself arising from my Child’s participation in the activities and use of the facilities and property of the NMHF, whether or not the injury or damage results from the negligence or other action of any of the Releasees.
4. I am aware that the activities involve maneuvering a boat, on deep waters in potentially hazardous conditions which may include, among other things, strong winds and high waves, sudden and unexpected immersion in deep waters and collision with other watercraft or stationary objects such as docks, pilings, and buoys. With knowledge of the dangers involved, I voluntarily ask that my Child be allowed to take part in the activities. **I ACCEPT ANY AND ALL RISKS TO MY CHILD OF INJURY, DEATH, AND PROPERTY DAMAGE ARISING FROM PARTICIPATION IN THE ACTIVITIES AND THE USE OF THE FACILITIES AND PROPERTY OF THE NMHF, GANGPLANK MARINA, THE GOVERNMENT OF THE DISTRICT OF COLUMBIA, ITS ELECTED OFFICIALS, OFFICERS AND EMPLOYEES, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER ACTION OF ANY OF THE RELEASEES.**
5. I give the NMHF permission to publish photos, videos and recordings taken of my Child during the activities related to the Program. I understand that neither my child nor I will be paid any royalty or other compensation and we give up any right we may have to payment if a photo, video or recording is published.



Siebel Sailors Program 2021 - Registration Forms

6. I agree to indemnify and hold harmless the Releasees from any loss, liability, damage or cost, including reasonable attorneys fees, they may incur due to my Child's participation in the activities and use of the property and facilities of the NMHF, whether or not such loss, liability, damage or cost results from the negligence or other action of any of the Releasees.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THE AGREEMENT INCLUDES A WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT BY ME TO INDEMNIFY THE RELEASEES, AND I SIGN IT OF MY OWN FREE WILL.

SIGNATURE OF PARENT OR GUARDIAN:

Sign Name

Date

Print Name

Date



Siebel Sailors Program 2021 - Registration Forms



WAIVER AND DEPICTION RELEASE

The signed Waiver and Depiction Release MUST be on file in order to complete registration. One must be on file for each sailor.

In consideration for my participation in the *Siebel Sailors Program Demo Day* (the “Event”) sponsored by US Sailing (“Sponsor”) and hosted by DC Sail (the “Host”), on October 19, 2019 (the date), the undersigned participant (“Participant”) and, if such Participant is a minor, the Participant’s parent or legal guardian by countersigning below (“Parent/ Guardian”), on behalf of themselves and their respective heirs, executors, administrators, personal representatives and next of kin (collectively with Participant, “Releasers”), agree to the following:

1. I hereby grant to the Sponsor and Host, perpetually and irrevocably, the unconditional and exclusive right, title, and interest throughout the world to use, simulate, and portray Participant’s name, likeness, voice, personality, personal identification, and personal experiences, incidents, situations, and events, whether visual and/or audio, including without limitation photographs, videotape, film and other recordings, electronic or optical-based media, or any other form or medium whatsoever, whether now or hereafter existing, and of every kind and character (collectively “The Images”), which may be taken or taken of Participant while participating in any aspect of the Event. Participant and Parent/Guardian understand and agree that one or more of the Sponsor and/or Host will be the owner(s) of any and all right, title, and interest in and to the Images, in any derivative works, and in any merchandising, advertising, promotional, and publicity rights and materials related thereto in all media of every nature whatsoever, whether now known or hereafter devised. Participant reserves no rights with respect to such uses. Participant and Parent/Guardian acknowledge the Sponsor’s and the Host’s right, title, and interest in and advertisement, promotion, distribution, and sale of products or events directly or indirectly related to the Event and/or related programming or products. Participant and Parent/Guardian agree that the Sponsor and Host shall have unlimited right to vary, change, alter, modify, add to, and delete from any depictions of Participant in the Images and to rearrange and/or transpose such depictions as each may determine. Participant and Parent/ Guardian hereby waive any right to inspect, review, or approve the Images and their use by the Sponsor and the Host and acknowledge that they are to receive no payment with respect to any matter referred to herein and that any and all of the rights granted herein are freely assignable by Sponsor and/or Host. **I HEREBY FOREVER WAIVE, RELEASE, AND DISCHARGE SPONSOR AND HOST AND THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, OWNERS, MEMBERS, MANAGERS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, SUCCESSORS, ASSIGNS, AND REPRESENTATIVES (EACH A “RELEASED PARTY”) FROM ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION THAT RELEASORS MIGHT NOW OR HEREAFTER HAVE FOR LIBEL, DEFAMATION, INVASION OF PRIVACY, RIGHT OF PUBLICITY, INFRINGEMENT OF COPYRIGHT OR TRADEMARK, OR VIOLATION OF ANY OTHER RIGHT ARISING OUT OF OR RELATING TO ANY UTILIZATION OF THE RIGHTS GRANTED UNDER THIS DEPICTION RELEASE.**
2. I hereby acknowledge that serious accidents occasionally occur during sailing activities and that mortal or serious



Siebel Sailors Program 2021 - Registration Forms

personal injuries and/or property damage or other loss may result from participation in the Event. Participant knowingly assumes all risks of participation in the Event, including all risk of personal injury and loss of or damage to Participant or his/her property, including further injury sustained as the result of the efforts of third parties who come to the aid of Participant if injured as a result of participation in the Event. Participant agrees to abide by all rules of the Sponsor and the Host in connection with participation in the Event and understand that the failure to observe and obey such rules may result in instant revocation of Participant's right to participate in the Event. I hereby forever waive, release, and discharge each Released Party from any and all claims, demands, damages, judgments, executions, rights of action, or causes of action, present or future, whether the same be known, anticipated or unanticipated, which a Releasor may have, or claim to have, against any Released Party resulting from death, personal injury, property damage or other loss Participant may sustain as a result of participating in the Event or other activities related thereto. **THIS RELEASE IS INTENDED TO DISCHARGE EACH RELEASED PARTY FROM ANY AND ALL LIABILITY ARISING OUT OF OR CONNECTED IN ANY WAY WITH PARTICIPANT'S PARTICIPATION IN THE EVENT EVEN IF THAT LIABILITY ARISES OUT OF NEGLIGENCE OR CARELESSNESS ON THE PART OF ANY RELEASED PARTY, EXCEPT GROSS NEGLIGENCE OR INTENTIONAL ACTS, OF ANY OF THE RELEASED PARTIES.**

PARENT OR GUARDIANS FOR MINORS (UNDER 18 YEARS OF AGE)

The undersigned parent and/or natural or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to release each and all of the Released Parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said Party(ies) because of any defect in or lack of such capacity to so act and release said Party(ies) on behalf of all Releasors as specified herein.

PARENT OR GUARDIAN (Signature): _____

Date _____

NAME (print) _____