

**Brigantine Yacht Club**  
**Waiver and Permission Form (Adult – 18 Years or Older)**  
**- READ CAREFULLY BEFORE SIGNING**

In consideration of my being permitted to enter onto the Brigantine Yacht Club premises ((hereinafter referred to as "BYC"), as well being permitted to participate in events and activities at BYC as an individual engaging in events and activities on BYC premises or as a member of a group engaging in events on BYC premises, wherever the events and activities may occur, I hereby attest that, after reading this Waiver and Permission Form completely and carefully, I acknowledge that entering on BYC premises or participating in BYC Events/Activities is entirely voluntary, and I further understand and agree as follows:

**ASSUMPTION OF RISK/LIABILITY RELEASE AND INDEMNITY:** I understand that incidental to my entering the BYC premise or my participation in BYC Events/Activities, I may be engaging in activities that involve the risk of serious personal injury, illness, permanent disability, dismemberment, and death, and that such participation may also involve the risk of severe economic and property loss and damage. I understand that these risks may result from the actions, negligence and failure to act of myself and others (including but not limited to other individuals on the BYC premise or in attendance at BYC Events/Activities and the Released Parties) and from the condition of any property, facilities or equipment used. I also understand that there may be risks involved which are not known to me or to the Released Parties and may not be foreseen or reasonably foreseeable by any of us at this time or at the time I enter the BYC premises or participate in a BYC Event/Activity. For the purposes hereof, the Released Parties include Brigantine Yacht Club, its' Board of Governors, and its' members.

I agree to assume all of the foregoing risks, which risks may include, among other things, muscle injuries and broken bones, as well as the risk of any negligence by other participants or by the Released Parties, and the risk of injury caused by the condition of any property, facilities or equipment on the BYC premise or used during BYC Events/Activities, and accept personal responsibility for any injury (including, but not limited to, personal injury, disability, dismemberment and death), illness, damage, loss, claim, liability, or expense, of any kind or nature, that I or my property may suffer arising out of or in connection with my entering the BYC premises or participating in BYC Events/Activities.

I specifically acknowledge that one such risk is the risk of exposure to COVID-19. I acknowledge that an inherent risk of exposure to COVID-19 exists in any place where people are present. I acknowledge that COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the Center for Disease Control and Prevention, senior citizens and individuals with underlying medical conditions are especially vulnerable. However, I acknowledge that all individuals are vulnerable to COVID-19, regardless of age or underlying health conditions. By visiting BYC premises or participating in BYC Events/Activities, I voluntarily assume all risks related to exposure to COVID-19. I hereby agree to staying up to date and current with all local, state, and federal laws and guidelines regarding COVID-19 as well as any other communicable sickness. On my own behalf, and on behalf of my heirs, executors, administrators and next of kin, I hereby release, covenant not to sue, and forever discharge the Released Parties (as defined below) of and from all liabilities, claims, actions, damages, costs or expenses of any nature ("Claims") arising out of or in any way connected with my presence on the BYC premises or participation in a CRYV Event/Activity, and further agree to indemnify and hold each of the Released Parties harmless from and against any and all such Claims including, but not limited to, all

attorneys' fees and disbursements up through and including any appeal. I understand that this release and indemnity includes any Claims based on the negligence, action or inaction of any of the Released Parties and covers bodily injury (including death), property damage, and loss by theft or otherwise, whether suffered by me before, during or after such participation.

CONDITION/MEDICAL AUTHORIZATION: I hereby certify that I will not enter BYC premises unless I am free of COVID symptoms and have been free of such symptoms for at least 14 consecutive days and I have not been in contact with anyone that I know to have or had COVID symptoms in the last 14 days or who has been exposed to individuals who have or had COVID symptoms in the last 14 days. I am physically fit for participation in BYC Events/Activities, have the skill level required in conjunction with BYC Events/Activities, and have not been advised otherwise. I agree that before I participate in a BYC Events/Activities, I will inspect all related facilities and equipment. In connection with any injury sustained or illness or medical conditions experienced during my attendance in connection with a BYC Events/Activities, I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical personnel if I am not able to act on my own behalf. Additionally, I authorize medical treatment for me, at my cost, if the need arises; however, I acknowledge that the Released Parties shall have no duty, obligation or liability arising out of the provision of, or failure to provide, medical treatment.

EQUIPMENT AND FACILITIES INSPECTION: I will immediately advise the BYC employee and board member of any unsafe condition that I observe and will refuse to enter onto BYC premises and participate in BYC Events/Activities until all unsafe conditions observed by me have been remedied.

PUBLICITY RIGHTS: I further grant the Released Parties the right to photograph, record and/or videotape me and further to display, edit, use and/or otherwise exploit my name, face, likeness, voice, and appearance, in all media, whether now known or hereafter devised, (including, without limitation, in computer or other device applications, online webcasts, television programming, motion pictures, films, newspapers, and magazines) and in all forms including, without limitation, digitized images or video, throughout the universe in perpetuity, whether for advertising, publicity, or promotional purposes, including, without limitation, publication of BYC Events/Activities results, without compensation, residual obligations, reservation or limitation, or further approval, and I agree to indemnify and hold harmless the Released Parties for any Claims associated with such grant and right to use. The Released Parties are, however, under no obligation to exercise any rights granted herein.

GOVERNING LAW: This Waiver and Permission Form shall be governed by the laws of the State of New Jersey, and any legal action relating to or arising out of this Waiver and Permission Form shall be commenced exclusively in the Superior Court of New Jersey, Camden Vicinage. If any of the foregoing provisions of this document are found to be illegal, invalid or unenforceable, the remaining provisions of this document will remain in full force and effect. AND I SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY.

---

Signature

BYC 5/25/2020