

# 2012 HYSA Hawaii IMU Invitational Regatta

Hawaii Youth Sailing Association, Kaneohe Yacht Club and University of Hawaii Sailing Center

**November 24-25, 2012**

**ENTRY FORM DUE BY 9:00 PM Thursday November 15, 2012**

<b>School:</b>		<b>District: PCISA</b>	
Team Captain/Coach/Contact:			
Address:			
City/State/Zip:			
Day Phone:		Evening Phone:	
Fax:		E-Mail:	
<b>Fleet: Gold</b>			
Sailor's Name	Position/Division	Grad Year	Birthdate
FEES are per team & include only one boat. Separate teams pay all fees.			
Entry Fee \$125.00 (Includes T-Shirt, Continental Breakfast & BBQ Lunch & Imu Dinner for 4)			\$125.00
Boat Charter Fee			\$100.00
T-Shirt Sizes: S ___ M ___ L ___ XL ___ Indicate Quantity for Each Size			
T-Shirt Sizes: S ___ M ___ L ___ XL ___ Additional Shirts, Qty. x \$15.00 each = \$			
Hawaiian Style Dinner - Additional dinners available, Qty. ___ x \$12.00 each = \$			
<b>Checks payable to: Hawaii Youth Sailing Association (or HYSA) with your team name as the memo</b>		<b>Check # :</b>	<b>Total</b>
		<b>Cash:</b>	<b>Amount</b>
			<b>\$</b>
<b>Separate Damage Deposit Check - If there is no damage check will be destroyed or returned.</b>			<b>\$250.00</b>
<p>As the adult responsible for and on behalf of all the sailors above listed (the "Sailors"), I agree to comply with all rules and regulations of the Hawaii Youth Sailing Association, the Kaneohe Yacht Club, US SAILING, ISSA and PCISA Procedural Rules, and other rules under which this race or series is sailed, and I agree to indemnify and hold the Hawaii Youth Sailing Association, the Kaneohe Yacht Club and the State of Hawaii (including the officers, directors, members, and volunteers of those organizations) harmless from any liability of any nature whatsoever for accident or injury to the Sailors, myself, my crew, my guests and or my boat, while racing or engaging in any activities related to or in connection with the above designated regatta.</p> <p>I represent and warrant that all of the Sailors are able to swim. I agree to abide by the decisions of the race and protest committees and will not appeal their decisions unless permission to do so is granted by HYSA.</p> <p>I also understand that the decision to continue to sail in any weather condition is entirely and solely the responsibility of the Sailors and coaches involved. It is expressly understood and agreed that sailing is a risky and potentially hazardous sport. I further understand this it is the responsibility of the Race Committee to run races, which may occur under a wide range of weather conditions. Notwithstanding the sea and wind state in which the Race Committee elects to run an individual race or a series of races, the Sailors will make their own independent judgment about whether or not they are fit to race or to continue to compete at any given time during the regatta.</p> <p>I further agree that the Sailors shall not sail in hazardous conflict with US Coast guard, commercial shipping &amp; US Navy operations that may be present during racing.</p>			
<b>Print Name:</b>			<b>Date:</b>
<b>Signature:</b>			
<p><b>Return to: Hawaii Youth Sailing Association</b>  <b>C/O Katie Merrill</b>  <b>515 Iolani Place, Honolulu HI 96813-1869</b>  <b>Phone: (808) 864-3486 · Fax: (808) 847-1901 · E-mail: Katie@pdfhawaii.com</b></p>			

# HYSA

## Hawaii Youth Sailing Association

### Caution

Please read this Agreement Carefully. This Agreement constitutes a complete waiver, release and indemnification of the Hawaii Yacht Racing Association (HYRA), the Hawaii Youth Sailing Association (HYSA), and their member clubs and associations of all liability relating to participation in HYRA and HYSA events throughout the 2011-2012 season. The season starts December 2011 and ends December 2012.

## General Release, Indemnification, and Covenant Not to Sue Agreement

This General Release, Indemnification, and Covenant Not to Sue Agreement ("Agreement") is executed and entered this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, by and between the Hawaii Youth Sailing Association ("HYSA") and:

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ Age \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Mobile Phone \_\_\_\_\_

**Father or Guardian** \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Mobile Phone \_\_\_\_\_

**Mother or Guardian** \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Mobile Phone \_\_\_\_\_

The Youth/Participant and Parent/Guardian desire and intend to have Youth/Participant participate in HYSA's sailing activities, clinics and regattas during 2011-2012, and HYSA is willing to accept the Youth/Participant in its 2011-2012 activities, if, and only if, Youth/Participant and Parent/Guardian agree to the terms and conditions set forth in this Agreement. HYSA and its member yacht clubs are volunteer staffed entities, and they cannot sponsor or produce the 2011-2012 activities, regattas, and clinics without limiting their liability for personal injury and/or property damage to or caused by Youth/Participant.

Therefore, in consideration of the covenants and promises in this Agreement, HYSA, Youth/Participant, and Parent/Guardian agree as follows:

1. Definitions. As used in this agreement the following words or terms shall mean and include the following:  
**Youth/Participant** – the Youth/Participant named above, and each of his/her heirs, personal, representatives, executors, administrators, receivers, trustees, custodians, guardians, parents, successors, and assigns.  
**Parent/Guardian** – the Parent/Guardian named above, and each of their heirs, personal representatives, executors, administrators, receivers, trustees, custodians, guardians, parents, successors, and assigns.

**HYSA** – The Hawaii Youth Sailing Association, its directors, officers, members, employees, agents, attorneys, volunteers, and guests and participant yacht clubs, including Kaneohe Yacht Club, Hawaii Yacht Club, Waikiki Yacht Club, Pacific Yacht Club, Pearl Harbor Yacht Club, Makani Kai Yacht Club, Iroquois Lagoon Yacht Club, Maui Boat and Yacht Club, Lahaina Yacht Club, Kona Sailing Club, Nawiliwili Yacht Club and Sea Explorers Ship One of the Boy Scouts of America, and each of their directors, officers, members, employees, agents, attorneys, volunteers and guests and each of their personal representatives, executors, administrators, receivers, trustees, custodians, guardians, successors and assigns.

**HYRA** – the Hawaii Yacht Racing Association, which is HYSAs parent organization, its directors, officers, members, employees, agent, attorneys, volunteers, guests, and its participation yacht clubs and associations as listed above in the definition HYSAs.

**Sailing Activities** – include without limitation, travel to and/or from and participation in any and all transactions, occurrences, events, meetings, conferences, committees, preparation, rigging, inspections, clinics, seminars, inspections, clinics, seminars, instruction, demonstrations, practices, races, social events and/or regattas, sponsored or produced by or on behalf of or for the benefit of HYSAs and/or HYRA.

**Loss** – any and all

- (i) damage to real and/or personal property, and/or
- (ii) injury to any person, including without limitation, bodily injury and/or death, and/or
- (iii) each and every award, claim, cause, cause of action, complaint, controversy, cost, damage, demand, dispute, expense, harm, injunction injury, judgment, liability, Loss, order, attorneys fee and/or cost, the Youth/Participant and or Parent/Guardian now has or have, has or have had in the past, or may have at any time in the future, against HYSAs and/or HYRA, in equity, at law, or in admiralty, whether known or unknown as of the date of this Agreement, whether foreseeable or unforeseeable, whether or not caused by the simple or gross negligence of any person or people, pertaining to or arising from or in connection with, directly or indirectly, any and all Sailing Activities.

2. **Youth/Participant's Participation.** HYSAs agrees to permit the Youth/Participant to participate in HYSAs 2011-2012 Sailing Activities and HYRA's 2011-2012 Sailing Activities.
3. **General Releases.** Youth Participant and Parent/Guardian release, acquit, and forever discharge HYSAs and HYRA from and against and Loss.
4. **Assumption Risk.** Youth/Participant and Parent/Guardian know and understand that Sailing Activities may be dangerous and may result in damage to property and injury to people, and the Youth/Participant and Parent/Guardian voluntarily and knowingly assume any and all risk of any Loss.
5. **Indemnification of HYSAs.** Youth/Participant and Parent/Guardian agree to and hereby indemnify and hold HYSAs harmless from and against any Loss, including the payment of any and all awards, judgments, and/or orders, and payment of HYSAs's and/or HYRA's defense for any Loss, including all of HYSAs's and/or HYRA's attorneys' fees, costs, and expenses.
6. **Covenant Not to Sue.** Youth/Participant and Parent/Guardian understand that HYSAs's 2011-2012 Sailing Activities and HYRA's 2011-2012 Sailing Activities would not be possible but for the limitations and conditions in this Agreement, and they therefore agree and covenant not to sue HYSAs and/or HYRA for any Loss they may suffer as a result of any of HYSAs's 2011-2012 Sailing Activities and for HYRA's 2011-2012 Sailing Activities.
7. **No Claims Preserved.** Youth/Participant and Parent/Guardian, and HYSAs intend that this Agreement be interpreted and construed as broad as possible, and they do not intend to preserve any claims. They intend that each and every conceivable Loss within the scope of the Agreement.

8. **Youth/Participant's Age.** Youth/Participant certifies that he/she is eighteen years of age or older and that he/she is competent to understand and be bound to the terms and limitations in this Agreement. If Youth/Participant is below the age of eighteen, Parent/Guardian certifies that he/she is the legal parent or guardian of Youth/Participant and that he/she is competent to understand and bind themselves and Youth/Participant to the terms and limitations in this Agreement.
9. **Voluntary Execution.** HYSA, Youth/Participant and Parent/Guardian understand that this Agreement is a contract and not mere recitals. Youth/Participant and Parent/Guardian knowingly and voluntarily have read and understand this Agreement, and they execute this Agreement as their free and willful act. They acknowledge that they have the opportunity to have this Agreement reviewed by their attorney and that they understand and accept each and every term and limitation in this Agreement.
10. **Youth/Participant's Physical Fitness.** Youth/Participant and Parent/Guardian agree that they are solely and exclusively responsible for the physical fitness, medical condition, swimming skills, and overall physical and mental abilities and/or capabilities of Youth/Participant.
11. **Headings and Cautionary Statements.** The heading, cautionary statements, and titles in this Agreement are present merely to aid the reader. They are not intended to have contractual effect, and they do not alter, amend, change, expand, limit, modify, restrict, supersede, vacate, or void any part or provision in this Agreement or any provision they inception.

In witness thereof Youth/Participant and Parent/Guardian, and HYSA execute and are hereby bound to this Agreement.

Hawaii Youth Sailing Association  
December 1, 2011

\_\_\_\_\_  
Youth/Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Father/Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mother/Guardian Signature

\_\_\_\_\_  
Date

*(signature of only one parent or guardian is required)*

**CAUTION**

Please read this Agreement carefully. This Agreement constitutes a consent to medical treatment in emergency situations for the Hawaii Yacht Racing Association (HYRA), the Hawaii Youth Sailing Association (HYSA), and their member clubs and associations for participation in HYRA and HYSA events during December 2011 through December 2012.

**AUTHORITY TO CONSENT TO MEDICAL TREATMENT**  
**IN EMERGENCY SITUATIONS**

Name of Participant \_\_\_\_\_ Date of Birth \_\_\_\_\_

Father or Guardian \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Mother or Guardian \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Dentist \_\_\_\_\_ Phone \_\_\_\_\_

Physician \_\_\_\_\_ Phone \_\_\_\_\_

Health Plan \_\_\_\_\_ Policy No \_\_\_\_\_

Medical Facility \_\_\_\_\_

List any medical factors that would be pertinent in emergency treatment. (i.e. Allergies, blood type, date of last tetanus injection):

**Emergency phone numbers** (other than home)

Name \_\_\_\_\_ Relationship \_\_\_\_\_ Phone \_\_\_\_\_

Name \_\_\_\_\_ Relationship \_\_\_\_\_ Phone \_\_\_\_\_

**Youth/Participant and Parents/Guardians authorize to consent to medical treatment of Youth/Participant, if and when such is deemed advisable by and is to be rendered under the supervision of or by any physician licensed in the State of Hawaii. This authorization is given in advance of any specific diagnosis, treatment or hospital care being required so as to provide authority to give specific consent to said treatment in emergency situations, when Youth/Participant's Parent/Guardian is unavailable.**

Participant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Father/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

Mother/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_  
*(signature of only one parent or guardian is required)*