

CRESCENT SAIL YACHT CLUB
JUNIOR SAILING PROGRAM
INSURING AGREEMENT
LIMITED LIMITATION OF LIABILITY
PROMISE NOT TO SUE and INDEMNITY AGREEMENT

I represent and warrant that I am the parent/guardian of the minor Program Participant identified below and that I have the authority to enter into this agreement.

I recognize the dangers associated with water sports generally and with sail racing in particular; I acknowledge that I am responsible for the decision to allow the Program Participant to sail and participate in the Crescent Junior Sailing Program.

I further represent and warrant that the Program Participant is covered by **health insurance** and that if the Program Participant is mooring a boat at Crescent, that the boat and its operator are **insured for personal liability and property damage**. I agree, to the extent that the insurance is called upon indemnify as a result of injury to or any fault attributable to the Program Participant, that the foregoing insurance shall be primary and any insurance available from Crescent shall be excess.

In consideration for Crescent Sail Yacht Club allowing the Program Participant to participate in the Crescent Junior Sailing Program, I, on behalf of the Program Participant, promise not to sue, and release and forever discharge, Crescent Sail Yacht Club and All Those Involved for personal injury or property damage *in excess of insurance coverage available*.

“All Those Involved” include Crescent Sail Yacht Club, its officers, directors, Junior Sailing Director, Junior Committee Members, managing agents and employees, other participants, instructors, members of the race committee, work boat operators and owners and anyone else who is providing services for the program who, it is claimed may be responsible for personal injury or property damage to the Program Participant.

In the event that All Those Involved are sued because of fault attributable to the Program Participant, *in excess of insurance available to All Those Involved*, I hereby promise to hold harmless, defend and indemnify the All Those Involved from and against all claims, actions and causes of action for money damages in excess of insurance available to All Those Involved, including, the costs, expenses and attorney fees associated with said suit.

The Program Participant identified below acknowledges receipt and agreement with the foregoing.

This agreement shall be construed and interpreted as provided by Michigan Law.

Parent/Guardian Dated

Program Participant Dated

Print Name
I (am, am not) mooring a boat at CSYC (Circle One)

Print Name

Date: _____