

Program: _____

Program Date: _____

Participant name or name of parent/guardian: _____ Email: _____
(if participant is under 18)

Other family participants associated with you:

Name: _____ Name: _____

Name: _____ Name: _____

Name: _____ Name: _____

Emergency Contacts:

	<u>Name</u>	<u>Relationship</u>	<u>Phone Number</u>
1.	_____	_____	_____
2.	_____	_____	_____

Please list any special medical conditions or current medications (inhaler, epi-pen, diabetes medicine, life threatening allergies, etc.): _____

Please read the following and sign below.

EMERGENCY MEDICAL AUTHORIZATION FOR PARTICIPANTS

In the event of a medical emergency, I hereby authorize and consent to any x-ray, examination, anesthetic, medical or surgical diagnosis or procedure rendered under the supervision of any qualified health care professional. It is understood that this authorization is given in advance of any specific diagnosis, treatment, or hospital care being required but is given to provide authority and power to render care which the aforementioned health care professional in the exercise of his/her best judgment may deem advisable. It is understood that effort shall be made to contact the undersigned prior to rendering treatment to the patient, but that the above treatment will not be withheld if an emergency cannot be reached.

PHOTOGRAPHY RELEASE

I understand that NESS routinely takes videos and photographs of participants in NESS programs. I hereby authorize and give my full consent to NESS to copyright and/or publish any and all photographs, videotapes and/or film in which I appear in while attending NESS events for NESS instructional and/or promotional purposes. I further agree that NESS may transfer, use or cause to be used, these photographs, videotapes, or films for instructional, promotional or advertising purposes.

OTHER TERMS

All NESS Programs involve certain inherent risks. Natural risks result from weather, wind, waves and water. Man-made risks include docks, ramps, ladders, buildings, boats, engines, spars and sails. Other risks are inherent in group activities and/or activities on publicly accessible waters and land. I understand and acknowledge the risks involved in NESS Programs. **In consideration of the opportunity for myself to participate in the marine science, adventure sports, and sailing programs conducted by NESS, either with or without instruction, I have read, understand, and agree to bound by the Emergency Medical Authorization, Photography Release, and Other Terms including the Participation Agreement Other Terms at the end of this Participation Agreement (next page).**

Signature (Participant or Parent/Guardian): _____ Date: _____

PARTICIPATION AGREEMENT OTHER TERMS

The parties to this Participation Agreement are the "Participant" and New England Science & Sailing Foundation, Inc. ("NESS"). The Participant has chosen to participate in a NESS program (the "Program"). The Participant:

- will complete all required forms and provide the necessary information,
 - hereby certifies that the information provided to NESS is correct, and
 - agrees to keep it updated, as necessary.
 - In the event the Participant is a minor, the minor Participant's guardian will be party to this Participation Agreement on behalf of the Participant and hereby agrees to inform the minor Participant of these Other Terms as appropriate.
- 1. Code of Conduct and Adherence to Standards**
 - The Participant understands that by participating in a NESS Program, the Participant is subject to both rules and regulations of NESS and may be subject to NESS's disciplinary action.
 - The Participant agrees:
 - to abide by all policies, rules, and regulations of NESS including the NESS Code of Conduct.
 - to obey all directives issued by NESS and NESS Program Leader(s).
 - 2. Financial Obligations** - The Participant agrees to pay any money owed to cover any Program fees on or before the date the Program commences.
 - 3. Program Modification and Cancellation** -The Participant understands and agrees that NESS reserves the right to cancel or modify the Program before or during its operation for any reason including, but not limited to, emergencies, low enrollment, unavailability of one or more facilities or personnel, weather conditions or other safety concerns.
 - 4. Termination of Participation**
 - The Participant understands and agrees that, while participating in the Program, he/she will not engage in inappropriate conduct, including, but not limited to, the use of physical or verbal threats or violence, open abuse of other participants in the Program, or unauthorized absences from Program activities.
 - The Participant understands that, in its sole discretion, NESS or the Program Leader(s) may terminate the Participant's participation in the Program at any time. Reasons for termination may include, but are not limited to, inappropriate conduct or other behavior by the Participant deemed detrimental to the best interests of the Program, emergencies or health or safety conditions.
 - 5. Assumption of Risk**
 - Except to the extent that an injury, loss, or damage is caused by the sole negligence or willful misconduct of NESS or its Program Leaders, the Participant:
 - understands that the activities associated with the Program present risks to the Participant personally and to his/her property, some of which may result in serious personal injury or death, and that these risks can be a consequence of not only the Participant's actions or negligence, but also the actions or negligence of others, weather conditions or equipment.
 - acknowledges that they are responsible for evaluating the risks that the Participant may face and agree that any activities that Participant may take part in, whether as a component of the Program or separate from it, will be considered to have been undertaken with the Participant's understanding of any and all risks involved.
 - acknowledges that NESS is not responsible for any injury, loss, or damage to the Participant's person or property, whether resulting from acts or omissions of any persons, from the operation or condition of facilities or premises, from acts of war or terrorism, or from acts of God or nature.
 - 6. Release of Claims** – In consideration of NESS accepting the Participant into the Program, except to the extent that the liability, damage, injury, loss, accident, or illness is caused by the sole negligence or willful misconduct of NESS or its Program leaders, the Participant, his/her heirs, executors, administrators, representatives, and assigns, hereby release and discharge NESS, its Program leaders, officers, directors, employees, agents, and representatives (hereafter "Released Parties") from:
 - any and all claims that may arise from any cause whatsoever, whether resulting from acts or omissions of any persons, from the operation or condition of facilities or equipment, from acts of war or terrorism, or from acts of God or nature;
 - responsibility for any accident, illness, injury, or any other damage or consequence arising or resulting directly or indirectly from the Participant's participation in the Program;
 - any liability, damage, or injury that may be caused by Participant's negligence or willful acts committed prior to, during or after participation in the Program; and
 - any liability, damage, or injury caused by the intentional or negligent acts or omissions of any other participant in the Program, or caused by any other person.
 - 7. Severability** - It is understood and agreed that, if any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications. To this end, the provisions of this Agreement are declared severable.
 - 8. Governing Law; Venue** - This release shall be construed in accordance with, and governed by, the laws of the State of Connecticut.

Construction and Scope of Agreement

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This Agreement, with the attached Program Description and forms, is the entire and complete agreement of the parties relating in any way to the subject matter hereof. This Agreement supersedes any earlier written or oral understandings or agreements between the parties.