

BARRINGTON YACHT CLUB
WAIVER OF LIABILITY AND ACKNOWLEDGMENT OF
ASSUMPTION OF RISK

Pursuant to the Racing Rules of Sailing for 2017-2020 ("RRS") and the Sailing Instructions for the event referenced in the signature section of this document (the "Event"), participants are solely responsible for their decision to race and participate at their own risk.

In addition, the undersigned acknowledges that novel coronavirus ("COVID-19") has been declared a worldwide pandemic by the World Health Organization and infections have been confirmed throughout the United States, including many cases in Rhode Island, and in particular, the Town of Barrington. In accordance with the most recent guidance and protocols issued by the World Health Organization ("WHO"), the Centers for Disease Control and Prevention ("CDC"), the Rhode Island Department of Health ("RIDH") and the Governor of the State of Rhode Island (the "Governor"), for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that the undersigned shall not visit or utilize the facilities, services and programs of the Club (other than any exclusively online services and programs) within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed.

The undersigned agrees to check the CDC Travel Health Notices list (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) prior to utilizing the facilities, services and programs of the Barrington Yacht Club (the "Club"), on a daily basis if necessary. The undersigned hereby agrees, represents, and warrants that the undersigned shall not visit or utilize the facilities, services and programs of the Club if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify the Club immediately if he or she believes that any of the foregoing access/use restrictions may apply.

Furthermore, on account of **COVID-19 being extremely contagious** and the belief that it is spread mainly from person-to-person contact, the WHO, the CDC, the RIDH and the Governor recommend and/or have mandated the wearing of masks, social distancing and have, in many locations and for many activities, prohibited the congregation of groups of people. The Club has taken certain steps to implement recommended guidance and protocols issued by the WHO, the CDC, the RIDH and the Governor for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above. The undersigned acknowledges and agrees that the Club may revise its procedures at any time based on updated recommended guidance and protocols issued by the WHO, the CDC, the RIDH or the Governor and further agrees to comply with the Club's revised procedures prior to utilizing the facilities, services, and

programs of the Club. The undersigned further acknowledges and agrees that, due to the nature of sailboat racing, social distancing of 6 feet per person is not possible on a boat. The undersigned fully understands and appreciates such known and potential dangers and acknowledges that participation in the Event by the undersigned may, despite the Club's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability and/or death.

The Club **cannot and does not guarantee** that the Undersigned (and if the Undersigned is a skipper, the Undersigned's crew) will not become infected with COVID-19. The undersigned acknowledges and agrees that the Club may revise its procedures at any time based on updated recommended guidance and protocols issued by the WHO, the CDC, the RIDH or the Governor, and further agrees to comply with the Club's revised procedures prior to utilizing the facilities, services, and programs of the Club.

By signing this agreement, the undersigned agrees to be bound by the RRS and all other rules and requirements outlined in the Club's the Event Notice of Race and Sailing Instructions. The undersigned acknowledges the inherent dangers and risks of damage and injury while sailing and the contagious nature of COVID-19. The Undersigned, if a skipper, has explained these dangers and risks to his or her crew and they understand and accept these inherent risks and dangers and all voluntarily assume the risk of damage, injury or death, including exposure or infection by COVID-19, while sailing in the Club's Event. The undersigned has taken all necessary steps to ensure that he or she is prepared for all possible contingencies, including all appropriate safety equipment and measures required by law or government COVID -19 guidelines, or that a prudent seaman would consider advisable.

In accordance with Section 7-6-9 of the Rhode Island General Laws and to the fullest extent permitted by law, the Undersigned hereby releases, covenants not to sue, discharges, and holds harmless the Club, its employees, agents, directors, officers and representatives, of and from all liabilities, claims, actions, losses, damages, costs or expenses of any kind arising out of or relating to participation in the Event, whether caused by negligence, active or passive, or otherwise. The Undersigned understands and agrees that this release includes any claims based on the actions, omissions or negligence of the Club, its employees, agents, directors, officers and representatives, whether a COVID-19 infection occurs before, during or after participation in any Club racing Event.

THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS OR DEATH, INCLUDING WITHOUT LIMITATION DUE TO EXPOSURE TO COVID-19, BODILY INJURY OR PROPERTY DAMAGE TO, THE UNDERSIGNED DUE TO NEGLIGENCE, ACTIVE OR PASSIVE, OR OTHERWISE, WHILE PARTICIPATING IN THE EVENT.

THE UNDERSIGNED further expressly agrees that the ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY contained herein is intended to be as broad and inclusive as is permitted by the laws of the State of Rhode Island and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full

legal force and effect.

THE UNDERSIGNED HAS CAREFULLY READ AND VOLUNTARILY SIGNS THIS AGREEMENT, AND FURTHER AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. THE UNDERSIGNED IS AWARE THAT BY AGREEING HEREBY, THE UNDERSIGNED IS GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE CLUB IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY CLUB FACILITY OR ON ACCOUNT OF ANY CLUB PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. THE UNDERSIGNED UNDERSTANDS THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: THE UNDERSIGNED ALSO UNDERSTANDS THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND THE UNDERSIGNED REPRESENTS AND WARRANTS TO THE CLUB THAT THE UNDERSIGNED HAS FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

SIGNATURE OF PARTICIPANT:

PRINT NAME:

POSITION ON BOAT:

NAME OF SERIES/ EVENT:

SKIPPER: _____ CREW: _____

_____.

Date: _____