

LCYC PARENTAL CONSENT AND RELEASE

For Children Age 15 – 17

I/We hereby grant permission for my/our child who is age 15 -17 to use the Lake Canyon Yacht Club (LCYC or Club) grounds and facilities and equipment without my presence and direct parental supervision. As a material condition of this Consent and Release (herein after the "Consent" or "Release"), I / We hereby represent and warrant that I / We have custodial rights as to my/our child listed on this form and that no other individual or party has custodial rights. I/We accept personal and financial responsibility for the actions of my/our child and by signing this Consent, I/We intend to release and indemnify LCYC from any liability for injuries and property damage.

_____ **(Initial if approved)** I/we further grant permission for my/our child to bring one guest onto Club grounds without my/our parental presence or supervision. I/we understand that parental presence at the Club is required if more than one guest will accompany my/our child.

1. Child's Name: _____ Child's DOB: _____

2. Provide the following information regarding your child's:

(a) Swimming Ability: (CHILDREN WITHOUT SWIMMING ABILITY MAY NOT ACCESS THE POOL OR AREAS ON THE WATER WHERE SWIMMING ABILITY IS REQUIRED)

(b) Boating Experience: (CHILDREN WITHOUT BOATING EXPERIENCE MAY NOT USE LCYC BOATS OR VESSELS)

(c) Expected Activities at the Club:

3. Emergency Contact Information: Child's Cell Phone: _____

Father's Name: _____

Mother's Name: _____

Work Phone: _____

Work Phone: _____

Cell Phone: _____

Cell Phone: _____

Email: _____

Email: _____

Home Phone: _____

In consideration for and as a condition of, LCYC granting permission for my/our child age 15-17 to use LCYC grounds, facilities and equipment without direct parental supervision (the receipt and sufficiency of such consideration being fully acknowledged) **I/WE HEREBY KNOWINGLY AND VOLUNTARILY AGREE TO FOREVER RELEASE, DISCHARGE, HOLD HARMLESS, AND COVENANT NOT TO SUE LCYC, ITS AGENTS, MEMBERS, OFFICERS, DIRECTORS, REPRESENTATIVES, EMPLOYEES, STAFF, AND VOLUNTEERS AND/OR ANY OF THE**

AGENTS, MEMBERS, OFFICERS, DIRECTORS, REPRESENTATIVES, EMPLOYEES, STAFF, VOLUNTEERS, AFFILIATES OR CONTRACTORS OF ANY OF THE FOREGOING (HEREINAFTER THE "RELEASED PARTIES") FOR ANY LOSS, DAMAGE, CLAIM OR ACTION BASED ON, RELATED TO, OR IN ANY WAY ARISING OUT OF PERSONAL INJURIES, DEATH OR PROPERTY OR OTHER DAMAGES SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED BY MY/OUR CHILD OR ANY OTHER INDIVIDUAL OR ENTITY AS A RESULT OF MY/OUR CHILD'S PRESENCE ON CLUB GROUNDS AND/OR USE OF CLUB FACILITIES, EQUIPMENT AND/OR VESSELS. THIS RELEASE, DISCHARGE, HOLD HARMLESS AND COVENANT NOT TO SUE SHALL APPLY REGARDLESS OF WHETHER ANY ALLEGED LOSS, DAMAGE, CLAIM OR ACTION ARISES FROM OR WAS CAUSED, OR IS ALLEGED TO HAVE BEEN CAUSED, IN WHOLE OR IN PART BY ANY NEGLIGENCE, GROSS NEGLIGENCE, FAULT, ACT OR OMISSION OF ANY RELEASED PARTY, IT IS MY/OUR INTENT THAT THIS RELEASE OPERATE TO FULLY AND FINALLY RELEASE, WAIVE, DISCHARGE AND ACQUIT ANY AND ALL CLAIMS THAT I/WE AND/OR MY/OUR CHILD MAY HAVE (OR MAY ALLEGE TO HAVE) AGAINST ANY RELEASED PARTY BASED ON, ARISING OUT OF, RELATING TO, OR ANY WAY CONNECTED WITH MY CHILD'S PRESENCE ON CLUB GROUNDS AND/OR USE OF CLUB FACILITIES, EQUIPMENT AND/OR [DISCUSS: VESSELS] WITHOUT MY/OUR DIRECT PARENTAL PRESENCE AND SUPERVISION. I FURTHER INTEND THAT THIS RELEASE FULLY APPLY TO AND BIND ANY OF MY AGENTS, ASSIGNS, HEIRS, PARTNERS AND ANY AND ALL OTHER PARTIES ACTING BY, THROUGH OR UNDER ME.

I / WE FURTHER AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES FOR ANY ACTUAL OR ALLEGED LOSS, DAMAGE, CLAIM, OR ACTION BASED ON, RELATED TO, OR IN ANY WAY ARISING OUT OF PERSONAL INJURIES, DEATH, OR PROPERTY OR OTHER DAMAGES SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED BY MY/OUR CHILD OR ANY OTHER INDIVIDUAL OR ENTITY AS A RESULT OF MY/OUR CHILD'S PRESENCE ON CLUB GROUNDS AND/OR USE OF CLUB FACILITIES, EQUIPMENT AND/OR VESSELS. I / WE UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT THIS INDEMNITY AGREEMENT APPLIES, EXTENDS TO, AND OBLIGATES ME/US TO INDEMNIFY THE RELEASED PARTIES EVEN IF THE ACTUAL OR ALLEGED LOSS, DAMAGE, CLAIM, OR ACTION ALLEGES OR CONTENDS THAT THE RELEASED PARTIES WERE IN ANY WAY AT FAULT AS A RESULT OF THE RELEASED PARTIES' OWN NEGLIGENCE, GROSS NEGLIGENCE, OR OTHER ACTIONABLE FAULT OF ANY KIND (WHETHER BASED ON AN ALLEGED ACTION OR OMISSION) AND REGARDLESS OF WHETHER I/WE OR MY/OUR CHILD IS NAMED OR ALLEGED TO HAVE CAUSED, IN WHOLE OR IN PART, THE ACTUAL OR ALLEGED DAMAGE, CLAIM, OR ACTION.

Both Parents and the Child Must Sign This Form.

I/we expressly represent that I/we have proper and adequate authority to execute this Consent. By signing below, I/we certify that I/we have read, fully understand and voluntarily agree to this document.

Father Signature: _____ Date: _____

Mother Signature: _____ Date: _____

Guardian Signature (if applicable)*: _____ Date: _____

Child Signature: _____ Date: _____

Return completed form to LCYC Administrator
PO Box 18554, San Antonio, TX 78218-0554

* Please provide a copy of your guardianship documents with the signed consent.