

SUMMER CAMP & GOLF WORKSHOP WAIVER FORM

Please Note: A completed waiver form MUST be on file before any child can participate in camp or a workshop. I/WE (hereinafter referred to as "Releasor") hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Deering Bay Yacht & Country Club and any and all officers, directors, shareholders, employees, representatives, agents, principles and / or assigns, and any other related companies, including but limited to, any and all successors and assigns of any such individual and/or entity (hereinafter collectively referred to "Releasee"), from any all liability(ies), claims(s), demands(s), damage(s), action(s), causes(s) of action, in any matter whatsoever, whether in law or in equity, arising out of or in any way related to any and all loss(es), damage(s) and/or injury(ies), including but not limited to. death or disability, that may be sustained by my child/ward, [INSERT CHILD'S NAME], WHETHER CAUSED BY ANY ACT OR OMISSION OR THE NEGLIGENCE OF THE RELEASEE, or otherwise, while participating in, engaging in, or merely being present during, any and all athletic and/or camp related activities, including but not limited to, swimming, tennis, golf or while in, or upon the premises of Deering Bay Yacht & Country Club where such activity(ies) is/are being conducted or will be conducted, and/or travel to and/or from the premises. Releasor acknowledges and agrees that Releasee will suffer irreparable harm in the event Releasor breaches the foresaid covenant and agreement not to sue, and that monetary damages would be insufficient to remedy the breach and, accordingly, that this covenant not to sue shall be specifically enforceable by the Releasor by injunction against Releasee. In the event that Releasee has to move to enjoin or dismiss any action filed despite this covenant and agreement not to sue, Releasor will be liable for the attorney's fees and costs incurred in doing so. I/WE HEREBY AGREE THAT I HAVE READ THE ABOVE DISCLAIMER AND THAT I AM THE CHILD'S PARENT OR LEGAL GUARDIAN, AND I AGREE TO THE ABOVE TERMS AND CONDITIONS VOLUNTARILY AND WITHOUT RESERVATION. Signature of Parent or Guardian: Date: