

# GLOBAL BOARDING WATER SPORTS - HARBOR MARINA

## 2019 APPLICATION

Mail to: PO Box 1192, Wainscott, New York 11975

Or Email/Fax: (with credit card/check information) to: [info@globalboarding.com](mailto:info@globalboarding.com) or Fax: (631) 604 2161

Phone: (631) 537 8601

Participant Name: \_\_\_\_\_ Preferred Name: \_\_\_\_\_ Male: \_\_\_\_\_ Female: \_\_\_\_\_

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Age: Yr \_\_\_\_\_ Mo \_\_\_\_\_

Emergency Phone: \_\_\_\_\_ Cellular Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Birthday (month/day/year): \_\_\_\_\_ T-Shirt Size: \_\_\_\_\_ Friends Coming? \_\_\_\_\_

Session Date(s):	<b>Week 1:</b> July 1st - 5th	_____	<b>Week 6:</b> Aug 5th - 9th	_____
	<b>2:</b> July 8th - 12th	_____	<b>7:</b> Aug 12th - 16th	_____
	<b>3:</b> July 15th - 19th	_____	<b>8:</b> Aug 19th - 23rd	_____
	<b>4:</b> July 22nd - 26th	_____	<b>9:</b> Aug 26th - 30th	_____
	<b>5:</b> July 29th - Aug 2nd	_____		

Session Fee: \$1500  
per child/per week

### LOCATED AT:

**HARBOR MARINA**  
**39 Gann Road**  
**East Hampton**  
**NY 11937**

## RESERVATION/PAYMENT INFORMATION

A 50% reservation deposit is required for each session with the application. A written statement must accompany cancellation due to illness or accident from the child's physician. Only these will receive a full deposit refund. Any cancellation prior to March 15<sup>th</sup>, 2019, for any other reason will be refunded one-half of the deposit. After March 15<sup>th</sup>, 2019 **NO REFUND**. All balances are due no later than **March 15<sup>th</sup>, 2019**: a \$25.00 late fee will be charged if the payment is not postmarked by March 14<sup>th</sup>. If registering after March 15th, full payment is due upon registration. Please pay by Check, Money Order, Mastercard, Visa, Amex or Discover Card. **Note:** a 2.5% convenience fee will be applied to CC charge. **Credit Card/Check Information**

Mastercard Name on Card: \_\_\_\_\_ Credit Card Billing Address: \_\_\_\_\_

Visa Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Discover Authorized Amount: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

Amex Check #: \_\_\_\_\_ Name of Bank: \_\_\_\_\_

## PARENT/GUARDIAN AGREEMENT

My child has permission to leave the session grounds with authorized Global Boarding Summer Session Staff for scheduled trips and outings. I will be financially responsible for any malicious damage to Global Boarding LLC equipment, which is assigned to my child. Also, I give Global Boarding LLC permission to utilize my child's photograph or likeness in session promotional materials.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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## CHILD EMERGENCY INFORMATION, HEALTH HISTORY & MEDICAL RELEASE

Child's Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Sex: \_\_\_\_\_

Father's Name: \_\_\_\_\_ Mother's Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Employer: \_\_\_\_\_ Employer: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Stepfather's Name: \_\_\_\_\_ Stepmother's Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Employer: \_\_\_\_\_ Employer: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Known Allergies: \_\_\_\_\_

Recent/Current Illness/Injury or Existing Medical Conditions: \_\_\_\_\_

Child's Physician: \_\_\_\_\_ Phone: \_\_\_\_\_

Parent's Insurance Co: \_\_\_\_\_ Policy #: \_\_\_\_\_

**(PLEASE NOTE: We also require a current Health Form including Vaccination/Immunization details)**

I, the natural parent/legal guardian of \_\_\_\_\_ authorize the following:

1. Global Boarding LLC and its staff to provide transportation to and from related Global Boarding Summer Sessions activities.
2. Global Boarding LLC, its staff, and ambulance to provide necessary emergency transportation.
3. Global Boarding LLC staff to provide basic first aid treatment.
4. Any physician or medical staff of a licensed hospital or clinic to provide treatment as is necessary until I can be notified. I understand this authorization is given in advance of any treatment being required.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# RELEASE OF LIABILITY AND ACKNOWLEDGEMENT OF ASSUMPTION OF RISKS 2019

Please carefully read and sign the following document. Each individual participant in the Global Boarding LLC. Summer Sessions must submit a signed copy of this form as part of his or her registration. Participants under 18 years of age must also include the signature of a parent or legal guardian.

I am aware that the courses and activities of the Global Boarding LLC. Summer Sessions program in which I am personally participating in presents certain risks including but not limited to bodily injury, death, illness, loss or damage to personal property, and other safety related dangers. I further understand that courses involving mountain biking, sailing, surfing, kayaking, windsurfing, kite boarding, tubing, wakeboarding, and hiking present inherent risks of personal injury or sickness, such as falling, falling rocks, getting lost, river crossing, wild animals including swans, lightning strikes, absence of prompt medical attention, if needed, inadequately marked trail signs and camp injury.

The Global Boarding LLC. Summer Sessions has provided me with information pertaining to the risks involved in my participation in these activities. I understand these risks, recognize that these dangers cannot be eliminated, and acknowledge other dangers not mentioned may also exist. I understand the physical requirements of participation in these activities and affirm I meet these requirements and that my physical and mental health is good and that I am not under a doctor's care that might endanger other participants or myself.

I certify that I am voluntarily participating in these activities and assume all risks, consequences, and potential liability for this participation. I hereby release Global Boarding LLC. Summer Sessions, Global Boarding LLC, Robb Reid, its employees, staff, board of directors, members, instructors, volunteers, and their representatives from any claim, causes of action, debts and demands that may arise as result of my participation in these activities. This document shall also serve as a release and assumption of the risks for my heirs, personal representatives, executors, administrators, and members of my family.

I/we acknowledge that the following describes some, but not all, of those risks: (1) Changing water flow, tides, currents, wave action and ship wakes: (2) Collision with any of the following: the watercrafts or equipment upon which I am (we are) the operator or passengers, other participants, other watercraft and manmade or natural objects: (3) Wind sheer, inclement weather, lightning, variances, and extremes of wind, weather and temperature: (4) Sense of balance, physical coordination, ability to operate equipment, swim, and/or follow directions: (5) Collision, capsizing, sinking, or other hazard which results in wetness, injury, exposure to the elements, hypothermia, and/or drowning: (6) Getting in or out of the craft: (7) Travel, including to and from the activity: (8) The presence of insects and marine life forms: (9) Equipment failure or operator error: (10) Heat, or sun related injuries or illness including sunburn, sunstroke, or dehydration: (11) Fatigue, chill and/or dizziness which may diminish my/our reaction time and increase the risk or an accident.

I am (we are) aware that this activity may entail risks of injury or death. I/we agree to assume responsibility for the risks identified herein and those risks not specifically identified. My/our participation in this activity is purely voluntary. No one is forcing me/us to participate. I/we verify that I am (we are) physically fit, not under the influence of alcohol or drugs at this time, and sufficiently qualified, trained and capable to participate in these activities. Therefore, I/we assume full responsibility for personal property and expenses thereof as a result of any accident, which may occur. I/we elect to participate in spite of the risks. I am (we are) responsible for protecting my/our skin and eyes from the elements. I/we agree to wear U.S. Coast Guard approved personal floatation devices, (life jackets) while participating in the activity, where required by state or local law.

I/we assume the risk(s) of personal injury, accidents, and/or illness, including but not limited to sprains, torn muscles and/or spinal injuries, bite or attack by animal, insect or marine life, allergic reaction, shock paralysis, or death.

Covenant of Good Faith: I/we recognize that you, provider of services, will operate under a covenant of good faith and fair dealing but you may find it necessary to terminate an activity due to forces of nature, medical necessities or other problems and/or refuse or terminate the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. I/we accept your right to take such actions for the safety of myself and/or other participants.

I/we understand that the use of any and all equipment furnished by Global Boarding LLC, constitutes acceptance of said equipment on a rental basis as is. I/we agree to pay for damage done to said equipment and/or property of others. If I/we fail to return any or said equipment, I/we will reimburse Global Boarding LLC. for the amount of replacement cost. If outfitter personnel must search for any small boats or equipment due to irresponsible action by myself (ourselves) or any member of my/our party, I/we will pay for said search.

As parent or guardian of the participant, I acknowledge reading this form and agree to all the provisions above. In addition to the above release and assumption of the risk, I also give my permission for guides, instructors, staff, and emergency personnel to make necessary first aid decisions in the event of accident, injury, or illness to my child.

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

## GLOBAL BOARDING WATER SPORTS: HARBOR MARINA 2019

In booking these arrangements I agree to the cancellation policies of Global Boarding LLC, and its supplier that these arrangements are **NON-REFUNDABLE** for

any reason. Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

# Release and Waiver of Liability and Indemnity Agreement 2019

(Read Carefully Before Signing)

In consideration of being permitted to participate in any way in the Global Boarding LLC. Water Sports: Harbor Marina Program indicated below and/or being permitted to enter for any purpose any restricted area (here in defined as any area where in admittance to the general public is prohibited), the parent(s) and/or legal guardian(s) of the minor participant named ~~the parent(s)~~ and/or legal guardian(s) will instruct the minor participant that prior to participating in the below Global Boarding LLC. Summer Sessions activity or event, he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate. I understand and agreed that, if at any time, I feel anything to be UNSAFE, I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.

2. I/WE fully understand and acknowledge that:

(a) There are risks and dangers associated with participation in Global Boarding LLC. Water Sports Harbor Marina events and activities which could result in bodily injury partial and/or total disability, paralysis and death.

(b) The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.

(c) These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited to, the Release's named below.

(d) There may be other risks not known to us or are not reasonably foreseeable at his time.

3. I/WE accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Release's named below.

4. I/WE HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Global Boarding LLC. Summer Sessions facility used by the participant, including its owners, managers, promoters, lessees of premises used to conduct the Global Boarding LLC. Summer Sessions event or program, premises and event inspectors, underwriters, consultants and others who give recommendations, directions, or instructions to engage in risk evaluation or loss control activities regarding the Global Boarding LLC. Summer Sessions facility or events held at such facility and each of them, their directors, officers, agents, employees, all for the purposes herein referred to as "Release"...FROM ALL LIABILITY TO THE UNDERSIGNED, my/our personal representatives, assigns, executors, heirs and next to kin FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES AND ANY CLAIMS OR DEMANDS THEREFORE ON ACCOUNT OF ANY INJURY, INCLUDING BUT NOT LIMITED TO THE DEATH OF THE PARTICIPANT OR DAMAGE TO PROPERTY, ARISING OUT OF OR RELATING TO THE EVENT(S) CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE.

5. I/WE HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

6. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.

7. On behalf of the participant and individually, the undersigned partner(s) and/or legal guardian(s) for the minor participant executes this Waiver and Release. If, despite this release, the participant makes a claim against any of the Release's, the parent(s) and/or legal guardian(s) will reimburse the Releasee for any money which they have paid to the participant, or on his behalf, and hold them harmless.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Company: **GLOBAL BOARDING LLC.**

Parent or Guardian Signature \_\_\_\_\_

Printed Name of Participant \_\_\_\_\_

Address of Participant \_\_\_\_\_

Email Address \_\_\_\_\_

Date: \_\_\_\_\_

# RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS, INDEMNIFICATION & BINDING ARBITRATION AGREEMENT

**Notice** – By signing this document you may be waiving certain legal rights, including the right to sue.

## **Release and Waiver of Claims; Assumption of the Risk; Indemnification Agreement**

In consideration of being allowed to use the facilities and participate in Waterski/Wakeboard/Wakesurf/Kneeboard Instruction & Tubing; Kayak & SUP Rentals and other activities (collectively the “Activities”) provided by Global Boarding, LLC (the “Host”), the Participant, and the Participant’s parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against the Host arising out of the Participant’s participation in the Activities or the use of any equipment provided by the Host (“Equipment”), including while receiving instruction and/or training;
- 2) **TO ASSUME ALL RISKS** of participating in the Activities and using the Equipment, even those caused by the **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, officers, and/or any entity to which the Host owes a contractual indemnification obligation. The Participant and his/her parent(s) or legal guardian(s) understand that there are inherent risks of participating in the Activities and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death;
- 3) **TO RELEASE** the Host, its owners, affiliates, operators, employees, agents, officers, and/or any entity to which the Host owes a contractual indemnification obligation from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training. The Participant and his/her parent(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, officers, and/or any entity to which the Host owes a contractual indemnification obligation, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and
- 4) **TO INDEMNIFY** the Host, its owners, affiliates, operators, employees, agents, officers, and/or any entity to which the Host owes a contractual indemnification obligation, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training.

## **Photography/Video Release**

Participant hereby grants to the Host, its representatives, and employees the right to take **photographs/videos of Participant** in connection with Participant’s participation in the Activities. Participant hereby authorizes the Host to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Host may use such photographs of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

## **Personal Responsibility**

**The Participant and his/her parent(s) or legal guardian(s) certify that Participant has no physical or mental condition that precludes him/her from participating in the Activities and that he/she is not participating against medical advice.**

**The Participant and his/her parent(s) or legal guardian(s) understand that Participant’s participation in the Activities is voluntary and further understand that they have the opportunity to inspect the Host’s Equipment and facilities before any participation.**

**The Participant and his/her parent(s) or legal guardian(s) understand that Participant is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.**

**If, while participating in the Activities, the Participant or his/her parent(s) or legal guardian(s) observe any unusual hazard or condition, which they believe jeopardizes Participant’s personal safety or that of others, Participant and/or his/her parent(s) or legal guardian(s) will remove Participant from participation in the Activities and immediately bring said hazard or condition to the attention of the Host.**

**Binding Arbitration**

The Participant, and the Participant’s parent(s) or legal guardian(s) if the Participant is a minor, hereby agrees to submit any dispute, claim, or controversy, relating to and/or arising from (a) this Release of Liability, Assumption of Risk, Waiver of Claims, Indemnification & Binding Arbitration Agreement, (b) Participant's participation in the Activities, and/or (3) any other interaction between the Participant and the Host, including the determination of the scope or applicability of this agreement to arbitrate, to binding arbitration. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the “Panel”), to be chosen by the party-appointed arbitrators. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for the district in which the Activities occurred. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in the State and County where the Activities occurred, and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. As a threshold matter, the Panel shall confirm whether the Waiver and Release contained in this Agreement are enforceable under applicable law. Judgment on the Award may be entered in any court having jurisdiction over the parties and controversy. Participant and the Host specifically intend this Binding Arbitration provision to survive in the event that any other portion of this Agreement is held invalid. **NOTICE TO PARTICIPANT: By signing this Agreement, you are giving up your right to commence litigation against the Host in a court of law, and you are giving up your right to a trial by jury.**

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Participant’s Name (Printed): \_\_\_\_\_

Participant’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian’s Name (Printed): \_\_\_\_\_

Parent/Guardian’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_