

**20<sup>th</sup> Annual Harvest Moon Regatta**

October 5-7, 2006

**WAIVER AND RELEASE OF LIABILITY**

1. I recognize that sailing is an activity that has an inherent risk of damage and injury associated with it. I have read RRS 4, Decision to Race and hereby acknowledge and agree that I am participating in this event entirely at my own risk.
2. **I acknowledge and agree that neither Lakewood Yacht Club, Bay Access, Inc., the Race Committee, the Harvest Moon Regatta Committee, the sponsors of the Harvest Moon Regatta, the Protest Committee, nor their respective members, officers, board of directors, staff or representatives, will be responsible for**
  - (a) any damage to the entered boat or my other property, or
  - (b) any injury, including death,sustained as a result of my participation in this event, regardless of the fact that such damage may, in whole or in part, be due to the negligence of Lakewood Yacht Club, Bay Access, Inc., the Race Committee, the Harvest Moon Regatta Committee, the sponsors of the Harvest Moon Regatta, the Protest Committee, or their respective members, officers, board of directors, staff or representatives,
3. I hereby **WAIVE** any rights I may have to sue the Race Organizers (including Lakewood Yacht Club, Bay Access, Inc., the Race Committee, the Harvest Moon Regatta Committee, the sponsors of the Harvest Moon Regatta, the Protest Committee, and/or their respective members, officers, board of directors, staff or representatives) with respect to personal injury or property damage suffered by myself or my crew as a result of our participation in this event and hereby **RELEASE** the Race Organizers from any liability for such injury or damage to the fullest extent permitted by law whether caused in whole or in part by negligence.
4. I have taken all necessary steps to ensure that I and the entered boat are adequately prepared for all possible contingencies, including appropriate safety equipment as may be required by law or that a prudent seaman would consider advisable.
5. **I understand this document has important legal consequences and have consulted such legal and other advisors as I deem appropriate before signing.**

**OWNER/SKIPPER**

NAME (PRINT) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**WITNESS**

NAME (PRINT) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

PLEASE BRING THIS FORM TO THE SKIPPER'S MEETING OR YOU WILL NOT BE  
REGISTERED FOR THIS EVENT

**Crew Members** who intend to participate in this Regatta should carefully read and sign the attached page of this waiver and release. Additional waiver forms will be available at the Skipper's Meeting.

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**CREW MEMBERS WAIVER AND RELEASE OF LIABILITY**

1. I recognize that sailing is an activity that has an inherent risk of damage and injury associated with it. I have read RRS 4, Decision to Race and hereby acknowledge and agree that I am participating in this event entirely at my own risk.
2. I acknowledge and agree that neither Lakewood Yacht Club, Bay Access, Inc., the Race Committee, the Harvest Moon Regatta Committee, the sponsors of the Harvest Moon Regatta, the Protest Committee, nor their respective members, officers, board of directors, staff or representatives will be responsible for
  - (c) any damage to the entered boat or my other property, or
  - (d) any injury, including death,sustained as a result of my participation in this event, regardless of the fact that such damage may, in whole or in part, be due to the negligence of Lakewood Yacht Club, Bay Access Inc., the Race Committee, the Harvest Moon Regatta Committee, the sponsors of the Harvest Moon Regatta, the Protest Committee, or their respective members, officers, board of directors, staff or representatives.
3. I hereby WAIVE any rights I may have to sue the Race Organizers (including Lakewood Yacht Club, Bay Access, Inc., the Race Committee, the Harvest Moon Regatta Committee, the sponsors of the Harvest Moon Regatta, the Protest Committee, and/or their respective members, officers, board of directors, staff or representatives) with respect to personal injury or property damage suffered by myself as a result of participation in this event and hereby RELEASE the Race Organizers from any liability for such injury or damage to the fullest extent permitted by law whether caused in whole or in part by negligence.
4. I have taken all necessary steps to ensure that I and the entered boat are adequately prepared for all possible contingencies, including appropriate safety equipment as may be required by law or that a prudent seaman would consider advisable.
5. I understand this document has important legal consequences and have consulted such legal and other advisors as I deem appropriate before signing.

**RELEASE OF LIABILITY FOR CREW MEMBERS:** (please print information other than signature)

NAME _____	SIGNATURE _____
ADDRESS _____	DATE _____
NAME _____	SIGNATURE _____
ADDRESS _____	DATE _____
NAME _____	SIGNATURE _____
ADDRESS _____	DATE _____
NAME _____	SIGNATURE _____
ADDRESS _____	DATE _____
NAME _____	SIGNATURE _____
ADDRESS _____	DATE _____

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## MINOR PARTICIPANT WAIVER

1. As parent or legal guardian of the Participant, I recognize that sailing is an activity that has an inherent risk of damage and injury associated with it. I have read RRS 4, Decision to Race and hereby acknowledge and agree that the minor Participant is participating in this event entirely at his or her own risk with my full understanding of such risk.
2. **For and on behalf of Participant and myself, I acknowledge and agree that neither Lakewood Yacht Club, Bay Access, Inc., the Race Committee, the Harvest Moon Regatta Committee, the sponsors of the Harvest Moon Regatta, the Protest Committee, nor their respective members, officers, board of directors, staff or representatives will be responsible for**
  - (a) any damage to the entered boat or my or Participant's property, or
  - (b) any injury, including death,**sustained as a result of Participant's participation in this event, regardless of the fact that such damage may, in whole or in part, be due to the negligence of Lakewood Yacht Club, Bay Access, Inc., the Race Committee, the Harvest Moon Regatta Committee, the sponsors of the Harvest Moon Regatta, the Protest Committee, or their respective members, officers, board of directors, staff or representatives.**
3. **For and on behalf of Participant and myself, I hereby WAIVE any rights either of us may have to sue the Race Organizers (including Lakewood Yacht Club, Bay Access, Inc., the Race Committee, the Harvest Moon Regatta Committee, the sponsors of the Harvest Moon Regatta, the Protest Committee, and/or their respective members, officers, board of directors, staff or representatives) with respect to personal injury or property damage suffered by Participant as a result of his or her participation in this event and hereby RELEASE the Race Organizers from any liability for such injury or damage to the fullest extent permitted by law whether caused in whole or in part by negligence.**
4. I have taken all necessary steps to ensure that Participant and the entered boat are adequately prepared for all possible contingencies, including appropriate safety equipment as may be required by law or that a prudent seaman would consider advisable.
5. **I understand this document has important legal consequences and have consulted such legal and other advisors as I deem appropriate before signing.**

Participant's Name \_\_\_\_\_ Age \_\_\_\_\_

Address \_\_\_\_\_

Parent or Legal Guardian's Printed Name \_\_\_\_\_

Address (if different) \_\_\_\_\_

Parent or Legal Guardian's Signature \_\_\_\_\_ Date \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone \_\_\_\_\_

All waivers to be signed and returned to the Skipper to be turned in at the Skipper's Meeting