



DEPICTION RELEASE

The signed consent form MUST be on file in order to complete registration. One must be on file for each sailor.

In consideration for my participation in the U.S. Women’s and U.S. Men’s Sailing Championship event (“the “Regatta”), sponsored by US SAILING, Rolex Watch U.S.A Inc., Dry Creek Vineyard, 5th Avenue Insurance, and others (collectively the “Sponsors”) and hosted by Southwestern Yacht Club (the “Host”) on September 11-15, 2007, the undersigned participant (“Participant”) and if such Participant is a minor, the Participant’s parent or legal guardian by countersigning below (“Parent/ Guardian”), hereby grant to the Sponsors and the Host, perpetually and irrevocably, the unconditional and exclusive right, title and interest throughout the world to use, simulate and portray Participant’s name, likeness, voice, personality, personal identification, and personal experiences, incidents, situations and events, whether visual and/or audio, including without limitation photographs, videotape, film and other recordings, electronic or optical-based media, or any other form or medium whatsoever, whether now or hereafter existing, and of every kind and character (collectively “The Images”), which may be taken or taken of Participant while participating in any aspect of the Regatta. Participant and Parent/Guardian understand and agree that one or more of the Sponsors and/or Host will be the owner(s) of any and all right, title and interest in and to the Images, in any derivative works, and in any merchandising, advertising, promotional and publicity rights and materials related thereto in all media of every nature whatsoever, whether now known or hereafter devised. Participant reserves no rights with respect to such uses. Participant and Parent/Guardian acknowledge the Sponsors’ and the Host’s right, title and interest in and advertisement, promotion, distribution and sale of products or events directly or indirectly related to the Regatta and/or yacht racing. Participant and Parent/Guardian agree that the Sponsors and the Host shall have unlimited right to vary, change, alter, modify, add to, and delete from any depictions of Participant in the Images and to rearrange and/or transpose such depictions as each may determine. Participant and Parent/ Guardian hereby waive any right to inspect, review or approve the Images and their use by the Sponsors and the Host and acknowledge that they are to receive no payment with respect to any matter referred to herein and that any and all of the rights granted herein are freely assignable by Sponsors and/or Host.

PARTICIPANT AND PARENT/GUARDIAN, ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES AND NEXT OF KIN (COLLECTIVELY, “RELEASERS”), HEREBY FOREVER WAIVE, RELEASE AND DISCHARGE EACH OF THE SPONSORS, THE HOST AND THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, OWNERS, MEMBERS, MANAGERS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, SUCCESSORS, ASSIGNS AND REPRESENTATIVES (EACH A “RELEASED PARTY”) FROM ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION THAT RELEASORS MIGHT NOW OR HEREAFTER HAVE FOR LIBEL, DEFAMATION, INVASION OF PRIVACY, RIGHT OF PUBLICITY, INFRINGEMENT OF COPYRIGHT OR TRADEMARK, OR VIOLATION OF ANY OTHER RIGHT ARISING OUT OF OR RELATING TO ANY UTILIZATION OF THE RIGHTS GRANTED UNDER THIS DEPICTION RELEASE.

PARTICIPANT (Signature): _____ **DATE** _____

NAME (print) _____

(IF UNDER 18 YEARS OF AGE)

The undersigned parent and/or natural or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to release each and all of the Released Parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said Party(ies) because of any defect in or lack of such capacity to so act and release said Party(ies) on behalf of all Releasers as specified herein.

PARENT OR GUARDIAN (Signature): _____ **DATE:** _____

PARENT/GUARDIAN NAME (Printed): _____



RELEASE OF LIABILITY

In consideration of the undersigned’s participation in the U.S. Women’s and U.S. Men’s Sailing Championship (“the Regatta”) sponsored by US SAILING, Rolex Watch U.S.A. , Dry Creek Vineyard, 5th Avenue Insurance, and others (collectively, the “Sponsors”) and hosted by the Southwestern Yacht Club (the “Host”) on September 11-15, 2007, the undersigned participant (“Participant”), and if such Participant is a minor, the Participant’s parent or legal guardian by countersigning below, on behalf of themselves and their respective heirs, executors, administrators, personal representatives and next of kin (collectively with Participant, “Releasors”), hereby forever waive, release and discharge each of the Sponsors, the Host and their respective parents, subsidiaries, affiliates, owners, members, managers, employees, officers, directors, agents, representatives, successors and assigns (each a “Released Party”) from any and all claims, demands, damages, judgments, executions, rights of action or causes of action, present or future, whether the same be known, anticipated or unanticipated, which a Releasor may have, or claim to have, against any Released Party resulting from death, personal injury, property damage or other loss Releasor may sustain as a result of participating in the Regatta or other activities related thereto.

THIS RELEASE IS INTENDED TO DISCHARGE EACH RELEASED PARTY FROM ANY AND ALL LIABILITY ARISING OUT OF OR CONNECTED IN ANY WAY WITH RELEASOR’S PARTICIPATION IN THE REGATTA EVEN IF THAT LIABILITY ARISES OUT OF NEGLIGENCE OR CARELESSNESS ON THE PART OF ANY RELEASED PARTY.

Releasors hereby acknowledge that serious accidents occasionally occur during sailing activities and that mortal or serious personal injuries and/or property damage or other loss may result from participation in the Regatta. Releasors knowingly assume all risks of participation in the Regatta, including all risk of personal injury and loss of or damage to the Releasors or their property, including further injury sustained as the result of the efforts of third parties who come to the aid of Releasor(s) if injured as a result of participation in the Regatta, and release all other persons and entities mentioned above who might otherwise be liable to Releasors. Releasors agree to abide by all rules of the Sponsors and the Host in connection with participation in the Regatta and understand that the failure to observe and obey such rules may result in instant revocation of Releasor’s(s’) right to participate in the Regatta.

Signature of Regatta Participant: _____
Print Name:

IF UNDER 18 YEARS OF AGE

The undersigned parent and/or natural or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to release each and all of the Released Parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said Party(ies) because of any defect in or lack of such capacity to so act and release said Party(ies) on behalf of all Releasors as specified herein.

Signature of Parent/Legal Guardian: _____
Print Name: _____ Date: _____