

## RELEASE OF LIABILITY

In consideration of the undersigned's participation in the U.S. Match Racing Championship ("the Regatta") sponsored by Gill, Hobie Polarized Sunglasses and local sponsors (collectively, the "Sponsors") and hosted by the Oakcliff Sailing (the "Host") on 10/8-10/12/15 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, "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, 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 Releaser may have, or claim to have, against any Released Party resulting from death, personal injury, property damage or other loss Releaser may sustain as a result of participating in the Regatta or other activities related thereto. Participation in this event and in each race in this event is at the sole discretion of skipper and his/her crew and at their own risk

**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.**

The undersigned hereby assumes all risk of accident, and agrees that Oakcliff Sailing Club, Sponsors, and event sponsors, including their respective officials, members, volunteers, employees, officers, boards of directors, race committees, protest committees and umpires, shall not be liable, under any circumstance, for damages or claims arising from participation in the regatta (or denial of entry), including without limitation claims for loss of life or injury to participant(s) or others, for the loss of or damage to, any yacht or for incidental, consequential or special damages.

Furthermore, I understand that it is the skipper's sole and inescapable responsibility to assure that his boat is fully found, thoroughly seaworthy and manned by an experienced and competent crew (if applicable) who is (are) physically fit, that all of the equipment is properly maintained and stowed. The crew (if applicable) knows where all the equipment is kept and how it is used. Moreover, I understand that the final decision whether to sail or continue sailing is that of the skipper and crew (if applicable). I agree that the decision of the race committee concerning whether to race, continue racing or when to abandon racing, if at all, shall not relieve the skipper and crew (if applicable) from their ultimate responsibility to care for themselves

I agree that neither the establishment of any equipment regulations, nor the inspection of a boat, in any way limits or reduces the complete and unlimited responsibility of the skipper and the crew (if applicable) of this boat to decide whether or not to start or continue in a race.

By entering, I submit to the jurisdiction of the Courts of the State of New York, and agree that any disputes or claims arising from my participation in the regatta or use of any docks, hoists, pools, parking area or other facilities, including without limitation claims for property damage, refusal of entry, personal injury or loss of life, shall be submitted to binding arbitration administered by the American Arbitration Association. Any arbitration hearing provided for in this document, or the Bylaws or Regulations of US Sailing or the United States Olympic Committee (if applicable), shall be conducted in Portsmouth, Rhode Island. I understand that I will be responsible for my own attorney's fees and costs.

Signature of Regatta Participant: \_\_\_\_\_ Print Name: \_\_\_\_\_

### **PARENT OR GUARDIANS FOR MINORS (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.

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

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

**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. Match Racing Championship event (“the “Regatta”), sponsored by Gill, Hobie Polarized Sunglasses, and local sponsors (collectively the “Sponsors”) and hosted by Oakcliff Sailing (the “Host”) on 10/8-10/12/2015, 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):** \_\_\_\_\_

**NAME (print)** \_\_\_\_\_

**DATE**

**PARENT OR GUARDIANS FOR MINORS (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):** \_\_\_\_\_

**PARENT/GUARDIAN NAME (Printed):**

**DATE:**

\_\_\_\_\_

**MEDICAL CONSENT FORM**

Each participant must complete and sign a copy of this form. Please fill it out completely. Incomplete forms will not be accepted.

NAME OF PARTICIPANT: \_\_\_\_\_

NAME OF PARENT OR GUARDIAN (if under 18) \_\_\_\_\_

In the event of accident or injury to myself, my spouse or any child of mine (specifically including my child if named above as the "Participant") or in the event of illness of myself, my spouse or any child of mine while in, on or about the premises of Oakcliff Sailing or while participating in any activity sponsored by or under the auspices of the U.S. Match Racing Championship under circumstances where I am physically unable to consent or am not present:

1. I hereby voluntarily consent to the furnishing to myself, my spouse or any of my said children of such medical care, attention and treatment by any hospital, physician or physicians as such hospital, physician or physicians may deem necessary or advisable.
2. I authorize the General Manager, Assistant General Manager or any officer or member of Oakcliff Sailing to consent to such medical care, attention or treatment.
3. I agree to pay all costs of such medical care, attention or treatment and to hold free and harmless of and from any and all liability for such cost Oakcliff Sailing and the officers and members of each.

I, the undersigned, do hereby authorize and consent to any x-ray examination, anesthetic, medical or surgical diagnosis or procedure rendered under the general or specific supervision of any member of the medical staff or of a dentist licensed by the State of NY or of any hospital holding a current operating certificate issued by the State Department of Health. It is understood that this authorization is given in advance of any specific diagnosis, treatment or hospital care being required but is given to provide authority and power to render care which the aforementioned physician in the exercise of his best judgment may deem advisable. It is understood that effort shall be made to contact the undersigned prior to rendering treatment to the patient, but that any of the above treatment will not be withheld if the undersigned cannot be reached.

Signature: \_\_\_\_\_

Parent/Guardian Signature (if under 18): \_\_\_\_\_ Date: \_\_\_\_\_

**IN CASE OF EMERGENCY CALL:**

NAME	RELATIONSHIP	PHONE NUMBER

**PHYSICIAN WHO CONDUCTED YOUR MOST RECENT PHYSICAL EXAMINATION:**

NAME	PHONE NUMBER	DATE OF LAST EXAM

HEALTH INSURANCE CARRIER	INSURANCE ID NUMBER

**PLEASE FILL OUT THE REVERSE SIDE**

## MEDICAL AND EMERGENCY INFORMATION

Competitor's name: \_\_\_\_\_ Male \_\_\_\_ or Female \_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone \_\_\_\_\_ (home) \_\_\_\_\_ (Emergency cell) Date of Birth: \_\_\_\_\_

**THE PARTICIPANT AND/OR THEIR PARENT(S) MUST RESPOND TO THE FOLLOWING QUESTIONS AS ACCURATELY AND COMPLETELY AS POSSIBLE:**

Please check those that apply: (Provide necessary details below)

CHRONIC AILMENTS:	ALLERGIES:
ASTHMA, OR OTHER RESPIRATORY PROBLEMS	MEDICATION (please list below)
DIABETES OR HYPOGLYCEMIA	LATEX
HEMOPHILIA, OR OTHER BLEEDING PROBLEMS	BEE STINGS/INSECT BITES
CIRCULATORY OR HEART PROBLEMS	IF YES, DO YOU CARRY AN EPIPEN?
EPILEPSY/ SEIZURE	FOODS
OTHER	OTHER

DATE OF LAST TETANUS/ DIPHTHERIA/ TOXOID / T/d or Tdap SHOT: \_\_\_\_\_

CURRENT MEDICATIONS AND DOSAGE IF ANY: \_\_\_\_\_

DETAILS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PLEASE MAKE SURE YOU HAVE FILLED IN ALL THE NECESSARY INFORMATION**  
**If any of the above mentioned information changes before or during the event,**  
**please submit in writing all pertinent information to the regatta chairperson.**

Please return forms to:

Oakcliff Sailing  
 attn:U.S. Match Racing Championship  
 4 South Street  
 Oyster Bay, NY 11771



**Introduction**

Each competitor in a US Sailing Championship or Qualifier hereby pledges to uphold the spirit of this US Sailing Code of Conduct (Code). This Code is not intended to establish a set of rules that will, by inclusion or exclusion, prescribe the appropriate behavior for competitors in every aspect of their participation in a Championship or Qualifier. Rather, the Code offers general principles to guide the conduct of competitors in situations that have ethical implications.

The competitor commits to familiarization with this Code and understands that acceptance of its provisions is a condition of participation in a US Sailing Championship or Qualifier. Competitors who do not conform to this Code will be subject to the consequences of their actions, as specified below. The competitor has a right to a hearing if charged with a violation of this Code.

**Elements of the Code**

Each competitor in a US Sailing Championship pledges they:

**Participation**

> Will abide by *The Racing Rules of Sailing*, the US Sailing Regulations, all rules related to the Championship selection procedures as specified by US Sailing, the Championship Conditions, the Notice of Race and the Sailing Instructions for the Championship or Qualifier.

> Are eligible to compete under all US Sailing rules.

**Fair Play and Conduct**

Will abide by Rules 2 and 69 of the *Racing Rules of Sailing*.

**Drugs & Alcohol**

> Will abide by US Sailing Regulation 10.01.C for Prohibited Substances as defined below:

> For adult US Sailing championship events, no competitor shall use, either on or off the water: marijuana or any other controlled substance as defined by state or federal law.

> For Junior and Youth events or for junior or youth competitors in any US Sailing championship, no participant or competitor shall use, either on or off the water, marijuana or any other controlled substance, or alcoholic beverages as defined by state or federal law.

**Sexual Abuse & Harassment**

Will abide by US Sailing Regulation 13.04 for Sexual Abuse & Harassment.

**Physical Abuse & Assault**

Will abide by US Sailing Regulation 13.05 for Physical Abuse & Assault

**Bullying & Hazing**

Will abide by US Sailing Regulation 13.06 for Bullying & Hazing.

**Enforcement of the Code**

> Compliance with this Code depends primarily upon understanding and voluntary compliance, secondarily upon reinforcement by peers, and, when necessary, upon enforcement through disciplinary action.

> If a competitor has been alleged to have violated this Code, the competitor will be given two options:

- A) Voluntarily withdraw from the Championship or Qualifier where the violation occurred. The competitor shall be scored RET in all races sailed and not sailed. A report will be sent to US Sailing. If the offense warrants, further action will be taken pursuant to Rule 69

**or**

- B) A hearing will be held and if the Code is determined to have been broken, the hearing panel has the authority to remove the athlete from the venue immediately and mark all races as DSQ. Further action may be taken if needed pursuant to Rule 69.

> Before making a decision whether to withdraw from the Championship or Qualifier, or to request a hearing, the competitor will be given the opportunity to consult with an individual of their choice before racing commences, in order to better understand their options and potential outcomes.

I have read the above code and agree to abide by it as a condition of my (or if under 18, my child's) participation.

\_\_\_\_\_  
Competitor's Signature

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

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

If under 18, complete the following:

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

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

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