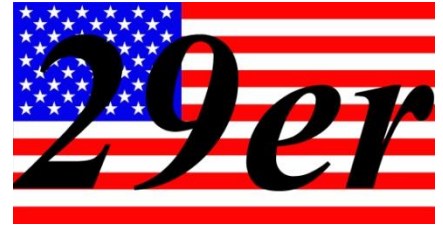




WAIVER FORM

2016 U.S. 29er National Championships Regatta & ODP Training Camp



NAME OF PARTICIPANT: _____

THIS FORM MUST BE AGREED TO PERSONALLY AND VOLUNTARILY BY THE PARTICIPANT NAMED ABOVE, IF OVER THE AGE OF 18, OR BY A PARENT OR LEGAL GUARDIAN OF THE PARTICIPANT, IF THE PARTICIPANT IS NOT YET EIGHTEEN (18) YEARS OF AGE (I.E. MINOR), DURING THE EVENTS.

FOR A MINOR PARTICIPANT

I am the parent or legal guardian of the above listed minor and I acknowledge and accept and authorize the following:

MEDICAL AUTHORIZATION

Such medical or dental treatment services or care which are necessary or appropriate for my child, including the selection of medical personnel and facilities and transportation or transfer of my child to such facilities and in connection with such treatment, services and/or care, to authorize and consent in my name and on my behalf to such emergency or necessary surgery, diagnostic or corrective, as they may determine to be necessary for the life, health or wellbeing of my child, after reasonable consultation with duly licensed physicians, surgeons and /or dentists. It is understood that reasonable effort shall be made to contact me prior to rendering treatment of my child but that any of the above treatment will not be withheld if I cannot be reached.

PHOTOGRAPHIC WAIVER

Furthermore, I understand that by my child participating in the 2016 29er U.S. National Championships Regatta and/or the associated ODP Training Camp, I automatically grant to the Organizing Authority and its sponsors the right in perpetuity to make, use and show, from time to time at their discretion, any motion pictures and live, taped or filmed television and other reproductions of him or her or them during the period of the competition or thereafter without compensation.

WAIVER OF LIABILITY AND ACKNOWLEDGMENT OF ASSUMPTION OF THE RISK

I also acknowledge that my child intends to participate in the 2016 29er U.S. National Championships Regatta and/or the associated ODP Training Camp. I specifically assert that the minor competitor will comply with the RRS of Sailing and rules and regulations of the event. I will make certain that my child is provided with a Coast Guard approved life jacket, or one compliant to the International 29er Class Association specifications and will wear it at all times while on the docks or on the water. I am aware that participation in a sailing event presents the risk of serious injury and even death. I acknowledge that the risks exist and assume said risks for my child with respect to practicing or participating in a Sail Newport sailing event either on the water, on the docks or on shore.

In accordance with section 7-6-22 of the Rhode Island General Laws, entitled "**EXEMPTION FROM LIABILITY TO PARTICIPATE IN ATHLETIC SPORTS EVENTS**," I hereby release Sail Newport, Inc., the 29er USA Class Association, their officers, directors, agents, trustees, servants, volunteers, sponsors, employees and the State of R.I. and its divisions, departments and agencies of any liability for bodily injury to my child while he or she is participating for any contest or exhibition of an athletic or sports nature held by Sail Newport Inc., and hereby acknowledge and assume the risk of any bodily injury to him or her while participating in or practicing for any Sail Newport Inc., contest or exhibition either on the water or on shore during this Sail Newport event.

RI GENERAL LAWS OF RI SECTION, 7-6-9 Exemption from Liability

A) No person serving without compensation as a volunteer, director, officer or trustee of a non-profit corporation, including a corporation qualified as a tax-exempt corporation under 501(c) of the United States Internal Revenue Code [26 U.S.C.501(c)], or of an unincorporated nonprofit organization or an unincorporated public charitable institution qualified as a tax exempt organization under section 501(c) of the United States Internal Revenue Code, shall be liable to any person based solely on his or her conduct in the execution of such office or duty unless the conduct of such director, officer, trustee, or volunteer with respect to the person asserting such liability constituted malicious, willful or wanton misconduct. As used in this section, "compensation" does not include a per diem or per meeting allowance, health insurance benefits or reimbursement for out of pocket costs and expenses incurred in such service. Nothing herein shall be construed to exempt a volunteer from liability based upon his or her ownership and/or operation of a motor vehicle.

B) Officers, directors, agents, servants, volunteers, and employees of a corporation shall not be liable for bodily injury to any person incurred while such person is practicing for, or participating in, any contest or exhibition of an athletic or sports nature sponsored by the corporation; provided such person has, or in the case of a minor, a parent or guardian of such minor has, signed a written waiver of liability of the corporation and acknowledgment of assumption of risk with respect to such practicing for, or participating in, any contest or exhibition of an athletic or sports nature sponsored by the corporation. I understand that by completing this form I am creating a legally binding document and agree to be bound by the laws of R.I. where my child will participate in a Sail Newport event. Please consult legal advice for further clarification. Do not proceed with this form if you are not in agreement with its terms.

FOR A PARTICIPANT 18 YEARS AND OLDER

WAIVER OF LIABILITY, ASSUMPTION OF THE RISK & PHOTOGRAPHIC RELEASE

I acknowledge that I am eighteen (18) years of age or older and by signing this form, I accept the following statement:

WAIVER OF LIABILITY AND ACKNOWLEDGMENT OF ASSUMPTION OF THE RISK

In accordance with section 7-6-22 of the Rhode Island General Laws, entitled "EXEMPTION FROM LIABILITY TO PARTICIPATE IN ATHLETIC SPORTS EVENTS," I hereby release Sail Newport, Inc., the 29er USA Class Association, their officers, directors, agents, trustees, servants, volunteers, sponsors, employees and the State of R.I. its divisions departments and agencies of any liability for bodily injury to me while I am participating for any contest or exhibition of an athletic or sports nature held by Sail Newport Inc., and hereby acknowledge and assume the risk of any bodily injury to myself while participating in or practicing for any Sail Newport Inc., contest or exhibition either on the water or on shore during this Sail Newport event.

RHODE ISLAND GENERAL LAWS OF RI SECTION, 7-6-9 EXEMPTION FROM LIABILITY

A) No person serving without compensation as a volunteer, director, officer or trustee of a non-profit corporation, including a corporation qualified as a tax-exempt corporation under 501(c) of the United States Internal Revenue Code [26 U.S.C. 501(c)], or of an unincorporated nonprofit organization or an unincorporated public charitable institution qualified as a tax exempt organization under section 501(c) of the United States Internal Revenue Code, shall be liable to any person based solely on his or her conduct in the execution of such office or duty unless the conduct of such director, officer, trustee, or volunteer with respect to the person asserting such liability constituted malicious, willful or wanton misconduct. As used in this section, "compensation" does not include a per diem or per meeting allowance, health insurance benefits or reimbursement for out of pocket costs and expenses incurred in such service. Nothing herein shall be construed to exempt a volunteer from liability based upon his or her ownership and/or operation of a motor vehicle.

B) Officers, directors, agents, servants, volunteers, and employees of a corporation shall not be liable for bodily injury to any person incurred while such person is practicing for, or participating in, any contest or exhibition of an athletic or sports nature sponsored by the corporation; provided such person has, or in the case of a minor, a parent or guardian of such minor has, signed a written waiver of liability of the corporation and acknowledgment of assumption of risk with respect to such practicing for, or participating in, any contest or exhibition of an athletic or sports nature sponsored by the corporation.

PHOTOGRAPHIC RELEASE

I grant Sail Newport, Inc., the 29er USA Class Association, the Organizing Authority, and sponsors the right to use my name, age and photograph, and/or video without compensation, in any press release, web site posting, advertisement, brochure or other medium intended to promote regattas or Sail Newport. I understand that by completing this form I am creating a legally binding document and agree to be bound by the laws of R.I. where I will participate in a Sail Newport event. Please consult legal advice for further clarification. Do not proceed with this form if you are not in agreement with its terms.

I agree to the terms of the waiver:

Signature of Participant or Parent/Guardian

Date

Printed Name of Parent/Guardian