



COCONUT GROVE SAILING CLUB

Waiver of Liability | Assumption of Risk | Certification of Good Health
Authorization for Use of Visual Likeness | Hold Harmless

Participant's First & Last Name: _____
Date Of Birth: _____ U18 18+
Class: _____
Sail #: _____

Who is authorized to sign this document?

- 1) The Participant him/herself when in age of age of 18 or above at registration time.
- 2) The Participant's parent(s) or legal guardian(s) when the Participant is under the age of 18 at registration time.

The undersigned Participant if over the age of 18 and the Participant and Guardian if under the age of 18 (hereinafter referred to as "Releasor") for as "Releasor") for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, knowingly and voluntarily agree as voluntarily agree as follows:

WAIVER OF LIABILITY - In consideration of the participation of the individual listed here above, in the 2015 HALLOWEEN HOWLER REGATTA ("the Regatta"), organized and/or hosted by the Coconut Grove Sailing Club ("the Organizing Authority") on Oct. 24th and Oct. 25th, 2015, and/or the use of the premises or facility, Releasor, on behalf of themselves and their respective heirs, executors, administrators, personal representatives and next of kin, hereby assumes all risk of accident, injury and/or dealt and voluntarily and forever waive and release to the fullest extent permitted under law, any and all claims, charges, losses and liabilities including, but not limited to, those caused by (1) the negligence of the Organizing Authority, or (2) any actions or inactions arising from Regatta activities, and agrees that neither the Organizing Authority and Host, the Race Committee, the Protest Committee, or other Sponsors nor any of their respective members, officers, board of directors, employees, volunteers or representatives (all of the foregoing hereby referred to as "the Releasees") shall be liable, under any circumstances, nor bear any responsibility for any loss of life or injury to persons or property which may occur, however caused, before, during or after the Regatta.

ASSUMPTION OF RISK - Furthermore, Releasor acknowledges that participation in the sport of sailboat racing or in this Regatta involves substantial risk of personal injury or even death and hereby knowingly and voluntarily assumes the risk of any such injury that may occur while attending, practicing for or participating in the Regatta. The undersigned understands that it is the Releasor's sole inescapable responsibility to assure that his/her yacht is fully sound, seaworthy, that Participant is physically fit and that all of his/her equipment is property maintained and stowed. Releasor understands that the final decision whether to sail or continue sailing is that of Releasor. Releasor agrees 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 Releasor from his/her ultimate responsibility to care for himself/herself.

CERTIFICATION OF GOOD HEALTH - Releasor certifies that the Participant is in good health and has no physical condition that would prevent his/her participation in the Regatta's activities. Furthermore, if the Participant needs medical treatment, Releasor agrees to be financially responsible for all costs incurred as a result of such treatment. Releasor is aware and understands that he/she should carry his/her own health insurance and agrees to use his/her personal medical insurance as a primary medical coverage payment if accident or injury occurs. Releasor consents to emergency medical treatment in the event of such care is required.

AUTHORIZATION FOR USE OF VISUAL LIKENESS - Releasor understands that during the regatta, photographs and videos may be taken that may include include the Participant, his/her boat, crew and/or guests. The undersigned hereby grants the photographers the irrevocable and unrestricted right to own, use, publish and copyright such photos and information as they may contain the Participant's name, picture or other likeness, pictures of his/her boat, crew and guests and publish photographs and/or video taken during this Regatta. In consideration of participation in Regatta activities, Releasor also hereby releases and waive all rights, claims and interests to own, control or receive compensation from the Releasees, for the use of such visual images. Releasor warrants that he/she is authorized to grant the consent and to make the release and waiver indicated herein.

HOLD HARMLESS - To the fullest extent permitted by law, Participant (if over the age of 18) and Guardian (if Participant is under the age of 18) agree to defend, indemnify, and hold Releasees harmless for all claims, suites, causes of action, litigation, arbitration and/or damages (including attorneys' fees, paralegal fees and costs incurred by counsel of Releasees choosing) caused by Participant's participation in Regatta activities, including all damage and/or injury to person or property caused or contributed to by Participant. Releasees may exercise these obligations jointly and severally against Participant (if over the age of 18) and Guardian (if Participant is under the age of 18) regardless of comparative fault or contributory negligence. The defense obligation under this agreement shall be separate and independent from the obligations of indemnity and shall arises immediately upon the occurrence of any claim, suit, causes of action, litigation and/or arbitration.

I, the undersigned Participant and/or Guardian, have carefully read this agreement in its entity and fully understand its comments. I am aware that the Agreement includes a Waiver of Liability, an Assumption of Risk, a Certification of Good Health, Use of Likeness, and a Hold Harmless and I sign of my own free will.

I, the undersigned Participant and/or Guardian, agree to abide by all Coconut Grove Sailing Club and US Sailing or ISAF rules and safety policies and understand that violation of these rules may result in disciplinary action being taken including dismissal from the event.

This release is executed in accordance with and shall be governed by the general laws of Florida in Florida courts without regard to its conflict of law provisions.

IF PARTICIPANT IS OF THE AGE OF 18 OR ABOVE:

- » Participant's name:
Please PRINT NEATLY
- » Participant's cell #:
Please PRINT NEATLY
- » Participant's signature:
- » Date:
- » Emergency contact:
Please PRINT NEATLY
- » Emergency cell #:

IF PARTICIPANT IS UNDER THE AGE OF 18:

- » Participant's name:
Please PRINT NEATLY
- » Participant's signature:
- » Releasor's name:
Please PRINT NEATLY
- » Releasor's cell #:
Please PRINT NEATLY
- » Releasor's signature:
CIRCLE ONE: Releasor is: (A) a parent to the minor (B) a legal guardian to the minor
- » Date:
- » Emergency contact:
Please PRINT NEATLY
- » Emergency cell #: