



COCONUT GROVE SAILING CLUB

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

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

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 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 good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, knowingly and voluntarily agree as follows:

WAIVER OF LIABILITY - In consideration of the participation of the individual listed here above, in the 2015 OPEN ORANGE BOWL REGATTA ("the Regatta"), organized and/or hosted by the Coconut Grove Sailing Club ("CGSC") and/or the use of the premises or facilities owned or managed by the CGSC ("the Organizing Authority") on DECEMBER 27TH TO 30TH, 2015, Releasor, on behalf of themselves and their respective heirs, executors, administrators, personal representatives and next of kin, hereby assume all risks associated with participation in the Regatta including but not limited to, accidents, injury or loss of life and hereby voluntarily releases and forever discharges the Organizing Authority, Host Facility, Race Committee, Protest Committee, Jury, the CGSC, other Sponsors and all of their members, officers, board of directors, employees, volunteers or representatives (all of the foregoing hereby referred to as "the Releasees") from any and all claims, debts, demands, allegations, actions, causes of action, suits, duties, dues, sums of money, bills, accounts, bonds, indemnities, exonerations, covenants, contracts, controversies, agreements, promises, omissions, trespasses, variances, damages, judgments, costs, expenses, losses, exposures, executions, obligations and liabilities whatsoever, whether in law, equity or otherwise and whether or not presently known due to participation in the Regatta including those caused by the negligence of the Organizing Authority or others involved in the Regatta or arising from Regatta activities.

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 the 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 responsibility to assure that his/her yacht is fully sound, seaworthy, that he/she 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 the 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 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 or ailment that would prevent his/her participation in the Regatta. Furthermore, if Releasor needs medical treatment, the Releasor agrees to be financially responsible for all costs incurred as a result of such treatment. Releasor is aware of 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 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 Releasor, his/her boat, crew and/or guests. Releasor hereby grants the photographers and the Organizing Authority the irrevocable and unrestricted right to own, use, publish, distribute and copyright such photos and information as they may contain Releasor's name, picture or other likeness, pictures of his/her boat, crew and guests and publish photographs and/or video taken during the Regatta. In consideration of participation in Regatta activities, Releasor also hereby releases and waives 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 arise immediately upon the occurrence of any claim, suit, causes of action, litigation and/or arbitration.

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I, the undersigned Participant and/or Guardian, have carefully read this agreement in its entirety and fully understand its contents. 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 conflict of law provisions.

IF PARTICIPANT IS OF THE AGE OF 18 OR ABOVE:

» Participant's signature:
.....

» Participant's Printed Name:
.....
Please PRINT NEATLY

» Participant's cell #:
.....
Please PRINT NEATLY

» Date:

IF PARTICIPANT IS UNDER THE AGE OF 18:

» Participant's signature:
.....

» Guardian's signature:
.....
CIRCLE ONE: Releasor is: (A) a parent to the minor (B) a legal guardian to the minor

» Guardian's Printed name:
.....
Please PRINT NEATLY

» Guardian's cell #:
.....
Please PRINT NEATLY

» Date: