



RELEASE OF LIABILITY

In consideration of the undersigned's participation in the U.S. Adult Championship ("the Regatta") sponsored by Gill, Old Pulteney and other local sponsors (collectively, the "Sponsors"), US Sailing, and hosted by the Manhattan Yacht Club(the "Host") on 10/9-10/12/2015 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:

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 Releasors 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. Adult Championship (“the “Regatta”), sponsored by Gill, Old Pulteney and other local sponsors (collectively the “Sponsors”), US Sailing, and hosted by Manhattan Yacht Club (the “Host”) on 10/9-10/12, 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 the Manhattan Yacht Club or while participating in any activity sponsored by or under the auspices of the U.S. Adult 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 the Manhattan Yacht Club 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 the Manhattan Yacht Club, the United States Sailing Association 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 NJ 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 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.**

**US Sailing Championships
Code of Conduct**



Name: _____

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.

Fleet _____

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: _____