

## **RELEASE OF LIABILITY**

In consideration of the acceptance by West Marine Products, Inc. ("West Marine") and the Santa Cruz Yacht Club ("SCYC") of my entry into the Santa Cruz Yacht Club Junior Sailing Program ("Event") on the above dates, I ("Participant"), and if I am a minor, my parent or legal guardian by countersigning below, on behalf of myself/themselves and my/their respective heirs, executors, administrators, personal representatives and next of kin (collectively, "Releasers"), hereby forever waive, release and discharge each of West Marine and SCYC 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 Event or arising out of the operation of the Event, whether on land, in the water or afloat, or traveling to or from the Event location, except with respect to actions or omissions involving the willful misconduct or gross negligence on the part of a Released Party. The preceding release extends to and includes any and all claims, liabilities, injuries, damages, and causes of action that the Releasers do not presently anticipate, know, or suspect to exist, but that may develop, accrue, or be discovered in the future. EACH RELEASOR EXPRESSLY WAIVES ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE RELEASED MATTERS WHICH PROVIDES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." 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 EVENT EVEN IF THAT LIABILITY ARISES OUT OF NEGLIGENCE OR CARELESSNESS ON THE PART OF ANY RELEASED PARTY, EXCEPT THAT THIS RELEASE SHALL NOT DISCHARGE ANY RELEASED PARTY WITH RESPECT TO SUCH PARTY'S ACTIONS OR OMISSIONS INVOLVING WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

Releasers hereby acknowledge that serious accidents occasionally occur during the activities contemplated for the Event and that mortal or serious personal injuries and/or property damage or other loss may result from participation in the Event. This Event may also involve risk of injuries caused by equipment failure or gear mishandling by others, collisions with other boaters and swimmers, tipping over, falling overboard and drowning. Releasers knowingly assume all risks of participation in the Event, including all risk of personal injury and loss of or damage to the Releasers or their property, including further injury sustained as the result of the efforts of third parties who come to the aid of Releaser(s) if injured as a result of participation in the Event, and release all other persons and entities mentioned above who might otherwise be liable to Releasers. West Marine Associates assisting in this Event are not certified guides or instructors, and each Participant is assumed to have the basic knowledge, skills and judgment required to participate in the Event. The Participant is the sole judge of his/her ability. Releasers agree to abide by all rules of West Marine and SCYC in connection with participation in the Event and understand that the failure to observe and obey such rules may result in instant revocation of Releaser's right to participate in the Event. Furthermore, Releasers agree to indemnify, defend, and hold harmless each Released Party from and against any Claim, including attorneys' fees and costs, arising directly or indirectly from any intentional or negligent act or omission to act on the part of any Releaser as a result of participating in the Event or arising out of the operation of the Event, whether on land, in the water or afloat, or traveling to or from the Event location.

The Participant agrees to accept for use all the various equipment combinations to be provided during this Event "AS IS" and WITH NO WARRANTIES, express or otherwise, beyond those stated in this agreement and in the manufacturer's written warranty, if any. The Participant further agrees to accept full financial responsibility for the care of that equipment while it is in Participant's possession and is responsible for the replacement, at full retail value, of any equipment received, but not returned upon request, even if it is lost or stolen.

## **DEPICTION RELEASE**

In consideration of the undersigned's participation in the Event, the undersigned Participant, and if such Participant is a minor, the Participant's parent or legal guardian by countersigning below ("Parent/Guardian"), hereby grant to West Marine and SCYC, 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 made or taken of Participant while participating in any aspect of the Event. Participant and Parent/Guardian understand and agree that one

or more of West Marine and/or SCYC 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 that West Marine and SCYC's right, title and interest in and to the Images include the right, license and privilege to utilize the Images in connection with the manufacture, advertisement, promotion, distribution and sale of products or events directly or indirectly related to the Event and/or yacht racing. Participant and Parent/Guardian agree that West Marine and SCYC shall have the 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 West Marine and/or SCYC 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 West Marine and/or SCYC.

PARTICIPANT AND PARENT/GUARDIAN, ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES AND NEXT OF KIN (COLLECTIVELY "RELEASORS"), HEREBY FOREVER WAIVE, RELEASE AND DISCHARGE EACH OF WEST MARINE AND SCYC 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, EXCEPT THAT THIS RELEASE SHALL NOT DISCHARGE ANY RELEASED PARTY WITH RESPECT TO SUCH PARTY'S ACTIONS OR OMISSIONS INVOLVING WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

**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 defend, hold harmless and indemnify 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.

**Health Care Release**

As the Parent/Guardian for \_\_\_\_\_, I give permission to administer any necessary medical treatment in the event of an injury or accident.