

## RELEASE OF LIABILITY

In consideration of the undersigned's participation in the 2019 Peninsula Cup Regatta ("the Regatta") sponsored by Foreign Cars Charlotte, MarineMax and other local sponsors (collectively, the "Sponsors") and hosted by the Peninsula Yacht Club (the "Host") on 9/20/2019 – 9/22/2019 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, "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, 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 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.**

Releasers 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. Releasers knowingly assume all risks of participation in the Regatta, 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 Regatta, and release all other persons and entities mentioned above who might otherwise be liable to Releasers. Releasers 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 Releaser'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 Releasers as specified herein.

Signature of Parent/Legal Guardian:

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_