



# Nacra 15 Midwinters West

April 9-11, 2020



## DEPICTION RELEASE

### For Competitors Under the Age of 18

***The signed consent form MUST be on file for competitors under the Age of 18 in order to complete registration. One must be on file for each sailor.***

In consideration for my participation in the 2020 Nacra 15 Midwinters West, ("the Regatta hosted by Alamitos Bay Yacht Club (the "Host") on April 9-11, 2020, 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 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 RELEASERS 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.**

**Signature of Participant:**

Print Name: \_\_\_\_\_ 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.

**Signature of Parent/Legal Guardian:**

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



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## RELEASE OF LIABILITY

In consideration for my participation in the 2020 Nacra 15 Midwinters West, ("the Regatta") hosted by Alamitos Bay Yacht Club (the "Host") on April 9-11, 2020, 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: \_\_\_\_\_



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## MEDICAL CONSENT FORM & EMERGENCY INFORMATION

Name of Participant (printed):

\_\_\_\_\_

Name of Parent or Guardian (printed):

\_\_\_\_\_

In the event of accident or injury to myself, my spouse or any child of mine (specifically including my child named above as "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 ALAMITOS BAY YACHT CLUB ("Host Club") or while participating in any activity sponsored by or under the auspices of Host Club under any circumstances where I am physically unable to consent or am not present:

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 physician, dentist or other medical professional licensed under the provisions of relevant law. It is understood 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 medical professional in the exercise of his/her 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.

In case of emergency call:

NAME: \_\_\_\_\_

RELATIONSHIP: \_\_\_\_\_

PHONE NUMBER: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Physician who conducted participant's most recent physical exam:

NAME: \_\_\_\_\_

EMERGENCY PHONE NUMBER: (\_\_\_\_\_) \_\_\_\_\_

DATE OF LAST EXAM: \_\_\_\_\_

HEALTH INSURANCE CARRIER: \_\_\_\_\_

INSURANCE ID NUMBER: \_\_\_\_\_

\_\_\_\_\_

Signature of parent or guardian

Date \_\_\_\_\_



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## MEDICAL AND EMERGENCY INFORMATION

NAME OF PARTICIPANT: \_\_\_\_\_ Sex: (M) (F) \_\_\_\_\_

ADDRESS: \_\_\_\_\_

STREET / P.O. BOX: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE/PROVINCE/ZIP/POSTAL CODE: \_\_\_\_\_

COUNTRY: \_\_\_\_\_

PHONES: (Business) \_\_\_\_\_ (Residence) \_\_\_\_\_

MOBILE PHONE: \_\_\_\_\_

PARTICIPANT DATE OF BIRTH: \_\_\_\_\_

PLEASE answer the following questions as accurately and completely as possible. Please check those that apply: (Provide details below, as appropriate):

- ASTHMA, OR OTHER RESPIRATORY PROBLEMS
- BEE STINGS/INSECT BITES
- CIRCULATORY OR HEART PROBLEMS
- CHRONIC ALLERGIES
- DIABETES OR HYPOGLYCEMIA
- EPILEPSY
- FOODS
- HEMOPHILIA, OR OTHER BLEEDING PROBLEMS
- OTHERS, IF SIGNIFICANT (describe below)
- MEDICATION

DETAILS / COMMENTS: \_\_\_\_\_

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DATE OF LAST TETANUS SHOT: \_\_\_\_\_ BLOOD TYPE: \_\_\_\_\_

**THIS FORM MUST BE COMPLETED AND SUBMITTED BY OR FOR ALL PARTICIPANTS**