



Regatta Participation Waiver

1. We, the owners, operators and crew involved in an event or activity hosted or sponsored by the Rochester Yacht Club, understand that sailing involves inherent risks; it involves the operation of boats in close proximity to other boats on bodies of open water on which the conditions can be unpredictable. There is a risk of personal injury and property damage.

2. We have read RRS 4, Decision to Race, which states "The responsibility for a boat's decision to participate in a race or to continue racing is hers alone." We acknowledge and agree that we are participating in this event entirely at our own risk and of our own desire and that we alone are responsible for our decision to participate in any given event or race.

3. We acknowledge and agree that the Rochester Yacht Club, its officers, directors, employees and the members and other individuals involved with planning or running this event, including the Race Committee members are not responsible for any damage to the entered boat or my other property, or any injury (including death) to myself or my crew, sustained as a result of our participation in this event.

4. We hereby waive any rights we may have to sue the race organizers, including the Rochester Yacht Club, its officers, directors, employees and the members and other individuals involved with planning or running this event, including the Race Committee and Regatta Committee members, with respect to any personal injury (including death) property damage, accident or loss, suffered by myself or my crew as a result of our participation in this event and hereby release said race organizers from any liability for such injury or damage to the fullest extent permitted by law.

5. If I am the owner or operator of the entered boat, I certify I have taken all steps to ensure that myself, my crew and the entered boat are adequately prepared for all possible contingencies, including appropriate safety equipment as may be required by law or that a prudent seaman would consider advisable and that the entered boat is properly maintained, in well-found seaworthy condition. Further, I certify that I maintain sufficient liability insurance to cover potential losses caused by our operation of this boat.

6. Lastly, we agree to reimburse the Rochester Yacht Club for any damage to its property resulting from our actions or the actions of our guests and crew.

I HAVE CAREFULLY READ THIS WAIVER AND RELEASE OF LIABILITY. I FULLY UNDERSTAND ITS

CONTENTS AND AGREE TO ITS TERMS. If you do not understand the contents of this agreement, you are encouraged to seek legal counsel prior to signing this agreement.

Owner/Skipper

Name (print) _____

Signature _____ Date _____