

Appendix J Liability Waiver

REGATTA WAIVER AND RELEASE OF LIABILITY For and in consideration of Mobile Yacht Club allowing me, the undersigned, to participate in any capacity in the Mobile to Key West Regatta; I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and make the following contractual representations pursuant to this Agreement (the "Agreement"):

A. RULES AND REGULATIONS: I hereby agree to abide by the rules, regulations, and policies of the Organization, including any and all COVID-19 related safety measures required by the State of Florida.

B. ACKNOWLEDGMENT OF RISK: I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of sailing, and that participation in any Organization involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants or natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event organizers and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks").

C. ASSUMPTION OF RISK: I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in the Events, or the negligent acts or omissions of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in any Events. I also agree to be responsible for any injury or damage caused by me or any agents under my direction and control at any Event.

D. RELEASE: In consideration of my participation in any Event, I hereby release from liability and waive any claims against the owner or organizer of the Event, its licensees, competition managers, promoters, sponsors, advertisers, beneficiaries, venue providers, and supporting organizations, together with the officers, directors, employees, volunteers and contractors of them (the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs and reasonable attorney fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Events, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.

E. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE: This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from

this Agreement and shall not affect the validity and enforceability of any remaining provisions. I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE, AND WAIVER FROM LIABILITY. By signing below, I (as the participant or as the Parent/Legal Guardian of the minor identified below) hereby accept and agree to the terms and conditions of this Agreement in connection with my (or the minor's) participation in any Event.

Participant Signature: _____ Printed Name: _____

Date: _____

By virtue of my signature above or below, and in consideration of my being able to participate in this Regatta, I do hereby recognize and agree that the decision to enter, start, continue to race, or withdraw from the race is mine and that of the skipper and/or crew alone, and I therefore, on behalf of myself, the owner and crew, release and discharge the Mobile Yacht Club, its agents, servants, employees, officers and committees from any and all liability for any and all injuries, loss of life and damages, resulting from, caused by or which is alleged to have resulted from my yacht's participation in this regatta whether caused or alleged to have been caused by the negligence or wantonness of the parties hereby released or otherwise.