

LAUDERDALE YACHT CLUB WAIVER AND RELEASE FOR PARTICIPATION IN WATER SPORTS

Passengers on a Spectator Boat for a sailing event are entirely at their own risk. The organizing authority will not accept any liability for material damage or personal injury or death sustained in conjunction with or prior to, during, or after the regatta. Spectator provides this Waiver of liability and Release to induce the race organizers (organizing authority: Lauderdale Yacht Club, Inc., its officers, Governors or employees; race committee; coaches; spectator boat owners or operators, protest committee; sponsors; or any other organization, official, employee, independent contractor, or volunteer; all are collectively referred to as "LYC") to allow him/her to be present on a spectator boat to watch the Event

Therefore, to the fullest extent permitted by law, I¹ hereby waive any rights I may have to sue LYC related to the event with respect to personal injury or property damage suffered by me as a result of our participation in this event and hereby release the race organizers from any liability for such injury or damage.

Specifically,

1. I recognize that boating is an activity that has an inherent risk of damage and injury associated with it, and hereby acknowledge and agree that I am enjoying this event entirely at my own risk.

2. I warrant that I have read and do understand and agree to abide by this Waiver and Release, all Rules and Conditions of this event and all applicable LYC Rules, Regulations and Policies, especially those applying to passengers on a Spectator Boat.

3. I acknowledge and agree that LYC will not be responsible for any injury to me, including death, sustained as a result of my participation of in the event or that of any other person's participant in the event myself, or as a result of any boat involved in this event.

4. For myself, my executors, administrators, heirs and assigns, I release and waive any and all claims as my accrue to me or them, including but not limited to negligence, against LYC arising out of my participation in this activity, or arising from any related activities whether occurring on or off LYC property. I hereby intend to release LYC from any liability for such injury or damage to the fullest extent permitted by law, and this Waiver and Release includes, but is not limited to, a release from all inherent risks.

5. I do further hereby agree to exclusive jurisdiction in Broward County, and **I WAIVE ANY RIGHT I HAVE TO TRIAL BY JURY.**

6. If any one or more section, subsection, sentence, clause, phrase, word, provision or application of this Waiver and Release shall for any person or circumstance be held to be illegal, invalid, unenforceable, and/or unconstitutional, such decision shall not affect the validity of any other section, subsection, sentence, clause, phrase, word, provision or application of this Waiver and Release which is operable without the offending section, subsection, sentence, clause, phrase, word, provision or application shall remain effective notwithstanding such illegal, invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, phrase, word, provision or application, and every section, subsection, sentence, clause, phrase, word, provision or application of this Waiver and Release are declared severable.

7. I understand this document has important legal consequences and have consulted such legal and other advisors as I deem appropriate before signing.

_____	_____	_____
Printed Name of Adult Participant*	Signature of Adult Participant	DATE
_____	_____	_____
Printed Name of Adult Participant*	Signature of Adult Participant	DATE
_____	_____	_____
Printed Name of Adult Participant*	Signature of Adult Participant	DATE

***EACH ADULT PARTICIPANT MUST INDIVIDUALLY SIGN OR SIGN A SEPARATE AGREEMENT.**

¹ Use of the first person reference is meant to refer to any person signing this Waiver and Release, and if you are signing as a Natural Guardian of a minor child, the reference is to you as well as the child on whose behalf you are agreeing.

**ADDITIONAL TERMS FOR A MINOR -
NOTICE TO THE MINOR CHILD’S NATURAL GUARDIAN**

READ THIS FORM COMPLETELY AND CAREFULLY (Pages 1 and 2). YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF the race organizers (organizing authority: Lauderdale Yacht Club, Inc., its officers, Governors or employees; race committee; coaches; spectator boat owners or operators; protest committee; sponsors; or any other organization, official, employee, independent contractor, or volunteer; hereinafter all are collectively referred to as “LYC”) USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD’S RIGHT AND YOUR RIGHT TO RECOVER FROM LYC IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND LYC HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

NATURAL GUARDIAN’S ACKNOWLEDGEMENT OF RELEASE ON BEHALF OF MINOR CHILD

If either Participant is a minor (under 18), signature of Natural Guardian (biological parent with custody or joint custody) for each minor Participant is required.

Printed Name of Natural Guardian

Signature of a Natural Guardian

Date

Printed Name of Minor Child

Printed Name of Minor Child

Printed Name of Minor Child