



## 2021 SNIPE RON PAYNE MEMORIAL REGATTA

### LAUDERDALE YACHT CLUB WAIVER AND RELEASE FOR PARTICIPATION IN WATER SPORTS

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. YOU SHOULD GET APPROPRIATE LEGAL OR OTHER ADVICE BEFORE SIGNING IT.

Competitors participate in the regatta entirely at their own risk. See Rule 4, Racing Rules of Sailing, Decision to Race. 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.

Therefore, to the fullest extent permitted by law, I<sup>1</sup> hereby waive any rights I may have to sue the race organizers (organizing authority: Lauderdale Yacht Club, Inc., its officers, Governors or employees; race committee; coaches; protest committee; sponsors; or any other organization, official, employee, independent contractor, or volunteer; hereinafter all are collectively referred to as "LYC") involved with 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 sailing is an activity that has an inherent risk of damage and injury associated with it. I have read RRS 4, Decision to Race, and hereby acknowledge and agree that I am participating in this event entirely at my own risk.
2. I warrant that I have read and do understand and agree to abide by all Rules and Conditions of this event and all applicable LYC Rules, Regulations and Policies.
3. I hereby warrant that my equipment, if any, whether owned by me and/or others, will be outfitted and handled in accordance with those Rules and Conditions, as well as all applicable LYC Rules, Regulations and Policies. I have taken all necessary steps to ensure that I 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.
4. I acknowledge and agree that neither LYC, nor the race committee, nor their members, will be responsible for
  - (a) Any damage to the entered boat or my other property, or
  - (b) 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.
5. For myself, my executors, and 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.
6. The term "inherent risk" means those dangers or conditions, known or unknown, which are characteristic of, intrinsic to, or an integral part of the activity and which are not eliminated even if the activity provider acts with due care in a reasonably prudent manner. The term includes, but is not limited to: (1) the failure

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<sup>1</sup> 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.

by LYC to warn me of an inherent risk; and (2) the risk that a participant in the activity may act in a negligent or intentional manner and contribute to the injury or death to anyone, including me. A participant does not include LYC. By executing this Waiver and Release, I am acknowledging that participation in water sports activities is an inherently dangerous activity that involves risks of death and/or serious bodily injury that cannot be prevented or avoided even by the exercise of reasonable care. The following list, though not exhaustive, exemplifies many of the types of risks and potential injuries that I could encounter in connection with your participation in this water sport:

- changing water flow, tides, currents, wave action, eddies, whirlpools, and vessel wakes;
- collision with other participants; collision with watercraft, whether owned or operated by LYC, collision with man-made or natural objects;
- the negligent actions and/or omissions of other participants;
- our own actions and/or omissions, our level of competency as to the activity, and our own physical and mental conditions;
- our sense of balance, physical coordination, ability to operate equipment, and ability to swim;
- wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature;
- collision, capsizing, sinking, falling, slipping or other hazards that may result in wetness, injury, exposure to the elements, hypothermia, impact of the body upon the water, injection of water into any body orifices, and/or drowning;
- the presence of insects, wild animals, as well as dangerous plant life, bacteria, amoebas, and marine life forms;
- equipment failure, improper use of equipment and/or impacting equipment;
- heat or sun related injuries or illnesses, including sunburn, sun stroke or dehydration; and
- fatigue, chill, shock and/or dizziness which may increase your reaction time.

7. I do further hereby agree to exclusive jurisdiction in Broward County, and **I WAIVE ANY RIGHT EITHER OR BOTH OF US HAVE TO TRIAL BY JURY.**
8. 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.
9. 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

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

**SEE ATTACHED SUPPLEMENTAL FORM FOR LIMITED WAIVER AND RELEASE FOR MINOR CHILDREN**

## **NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN**

READ THIS FORM COMPLETELY AND CAREFULLY. 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; protest committee; sponsors; or any other organization, official, employee, independent contractor, or volunteer; hereinafter all are collectively referred to as "LYC") USES 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. Your signature below reflects your express assent to be bound to the terms of this Notice, Waiver and Release for you and your minor child. Your signature also represents your attestation to being the natural guardian of the minor child(ren) listed below and possessing the legal authority to sign this agreement on their behalf.

Please carefully review each section again and ensure that you fully understand the implications of this agreement. \*\*

\_\_\_\_\_  
Printed Name of Natural Guardian      Signature of Natural Guardian      Date      \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Minor Child

\_\_\_\_\_  
Printed Name of Minor Child

\_\_\_\_\_  
Printed Name of Natural Guardian      Signature of Natural Guardian      Date      \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Minor Child

\_\_\_\_\_  
Printed Name of Minor Child

**\*\* EACH NATURAL GUARDIAN OF A PARTICIPANT MUST INDIVIDUALLY SIGN OR SIGN A SEPARATE AGREEMENT.**  
Failure of less than all natural guardians to sign this form on behalf of a minor child does not constitute a basis for waiver of the limitations granted herein.

NOTE: If the minor sailor will not be accompanied to the event with his or her Natural Guardian, then this completed form must be downloaded, signed and brought with the Participant for the Participant to be allowed to participate in the event.