

REGATTA WAIVER AND RELEASE OF LIABILITY

For and in consideration of Lake Canyon Yacht Club (the "Organization") allowing me, the undersigned, to participate in any capacity in an Organization sanctioned, licensed or approved event or activity ("Event" or "Events"); 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 REGATTA WAIVER AND RELEASE OF LIABILITY (the "Agreement"):

- A. **RULES, REGULATIONS AND POLICIES:** I hereby agree to abide by the rules, regulations, and policies of the Organization, including, but not limited to any and all COVID---19 related safety measures required by the Organization.
- B. **ACKNOWLEDGMENT OF RISK:** I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of sailing, and that participation in any event or activity of the 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 (collectively, the "Risks").
- C. **ASSUMPTION OF RISK:** I understand that the 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 Organization, 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"), 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, but not limited to, 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.

PARTICIPANT'S/PARENT'S/LEGAL GUARDIAN'S INITIALS: _____

PARTICIPANT'S/PARENT'S/LEGAL GUARDIAN'S PRINTED NAME: _____

I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND UNDERSTAND 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: _____ Date: _____

Printed Name: _____

Parent/Legal Guardian Signature (*required if participant is under the age of 18*): _____

Parent/Legal Guardian Printed Name: _____ Date: _____

INSTRUCTIONS

The participant or parent/legal guardian must insert their initials and printed name on the bottom of the first page, and sign the second page of this Release. Failure to include your initials and name on page 1 and signature on page 2 may impact your ability to participate in the Event.