



US SAILING
 1 Roger Williams University
 Way Bristol, RI 02809
 Bus: (401) 342-7900
 Fax: (401) 342-7940

WAIVER AND RELEASE OF LIABILITY

The signed Waiver, Code of Conduct, and Depiction Release **MUST** be on file to complete registration.

Signed/initialed by both sailor and parent/guardian if minors.

Share a copy of this form with each member of your team- if applicable.

For and in consideration of the undersigned's participation in any US Sailing ("Event" or "Events"), sponsored by US Sailing (the "Organization"), hosted by various Host Clubs/Organizations (the "Hosts"), 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, Host, any and all COVID-19 related safety measures required by the Organization and/or Host.

- B. **ACKNOWLEDGMENT OF RISK:** I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of sailing and attendance at an Event, and that participation in any Event involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and communicable disease, 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**"). **Special note regarding COVID-19 and other communicable diseases. Risks under this Agreement include the potential for exposure to communicable diseases such as COVID-19, an extremely contagious virus that spreads from person-to-person contact. The Organization has taken preventative measures to reduce the spread of COVID-19; however, attending or participating in an Event could increase your risk of contracting COVID-19 which may result in personal injury, illness, permanent disability, and death.**

- 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 Organization, and Host(s) 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: _____

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

Parent/Legal Guardian Printed Name: _____ Date: _____



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DEPICTION RELEASE

The signed consent form MUST be on file in order to complete registration. One must be on file for each sailor.

In consideration of the undersigned's participation in any **US SAILING Adult Championship Event** ("the Event") sponsored by US SAILING, (the "Sponsor") and hosted by various Host Clubs/Organizations (the "Hosts") in the calendar year 2019, the undersigned participant ("Participant") and if such Participant is a minor, the Participant's parent or legal guardian by countersigning below ("Parent/ Guardian"), hereby grant to the Sponsors and the Host, perpetually and irrevocably, the unconditional and exclusive right, title and interest throughout the world to use, simulate and portray Participant's name, likeness, voice, personality, personal identification, and personal experiences, incidents, situations and events, whether visual and/or audio, including without limitation photographs, videotape, film and other recordings, electronic or optical-based media, or any other form or medium whatsoever, whether now or hereafter existing, and of every kind and character (collectively "The Images"), which may be taken or taken of Participant while participating in any aspect of the Event. Participant and Parent/Guardian understand and agree that one or more of the Sponsors and/or Host will be the owner(s) of any and all right, title and interest in and to the Images, in any derivative works, and in any merchandising, advertising, promotional and publicity rights and materials related thereto in all media of every nature whatsoever, whether now known or hereafter devised. Participant reserves no rights with respect to such uses. Participant and Parent/Guardian acknowledge the Sponsors' and the Host's right, title and interest in and advertisement, promotion, distribution and sale of products or events directly or indirectly related to the Event and/or yacht racing. Participant and Parent/Guardian agree that the Sponsors and the Host shall have unlimited right to vary, change, alter, modify, add to, and delete from any depictions of Participant in the Images and to rearrange and/or transpose such depictions as each may determine. Participant and Parent/ Guardian hereby waive any right to inspect, review or approve the Images and their use by the Sponsors and the Host and acknowledge that they are to receive no payment with respect to any matter referred to herein and that any and all of the rights granted herein are freely assignable by Sponsors and/or Host.

PARTICIPANT AND PARENT/GUARDIAN, ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES AND NEXT OF KIN (COLLECTIVELY, "RELEASERS"), HEREBY FOREVER WAIVE, RELEASE AND DISCHARGE EACH OF THE SPONSORS, THE HOST AND THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, OWNERS, MEMBERS, MANAGERS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, SUCCESSORS, ASSIGNS AND REPRESENTATIVES (EACH A "RELEASED PARTY") FROM ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION THAT RELEASERS MIGHT NOW OR HEREAFTER HAVE FOR LIBEL, DEFAMATION, INVASION OF PRIVACY, RIGHT OF PUBLICITY, INFRINGEMENT OF COPYRIGHT OR TRADEMARK, OR VIOLATION OF ANY OTHER RIGHT ARISING OUT OF OR RELATING TO ANY UTILIZATION OF THE RIGHTS GRANTED UNDER THIS DEPICTION RELEASE.

Participant (Signature): _____ **Name:** _____ **Date:** _____

_____ **Participant**

PARENT OR GUARDIANS FOR MINORS (IF UNDER 18 YEARS OF AGE)

The undersigned parent and/or natural or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to release each and all of the Released Parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said Party(ies) because of any defect in or lack of such capacity to so act and release said Party(ies) on behalf of all Releasers as specified herein.

PARENT OR GUARDIAN (Signature): _____ **DATE:** _____

PARENT/GUARDIAN NAME (Printed): _____ **DATE:** _____

Introduction

Each competitor in a US Sailing event hereby pledges that he or she agrees to uphold the spirit of this US Sailing Code of Conduct (Code). This Code is not intended to establish a set of rules that will, by inclusion or exclusion, prescribe the appropriate behavior for competitors in every aspect of their participation in a Championship or Qualifier. Rather, the Code offers general principles to guide the conduct of competitors in situations that have ethical implications.

The competitor commits to familiarization with this Code and understands that acceptance of its provisions is a condition of participation in a US Sailing event. Competitors who do not conform to this Code will be subject to the consequences of their actions, as specified below. The competitor has a right to a hearing if charged with a violation of this Code.

Elements of the Code

Each competitor in a US Sailing event pledges they agree to abide by the Regulations and Bylaws of US Sailing with regard to alleged incidences of misconduct, and by the US Sailing SafeSport Handbook. The event is defined as running from on-site registration to departure from the venue at the conclusion of the event.

Participation

> Will abide by *The Racing Rules of Sailing (RRS)*, the US Sailing SafeSport Handbook, the US Sailing Regulations and Bylaws, all rules related to the Championship selection procedures as specified by US Sailing, the Championship Conditions, the Notice of Race and the Sailing Instructions for the Championship or Qualifier.
> Are eligible to compete under all US Sailing rules.

Fair Play and Conduct

>Will abide by RRS 2 and 69, and the US Sailing SafeSport Handbook.

Drugs & Alcohol

> Will abide by the US Sailing SafeSport Handbook.
> Will abide by US Sailing Regulation 10.03 for Prohibited Substances as defined below:
> For Adult US Sailing championship events, no competitor shall use

or possess, either on or off the water: marijuana or any other substance if possession is illegal under state or federal law

> For Junior and Youth events or for junior or youth competitors in any US Sailing championship, no competitor shall use or possess, either on or off the water:

1. marijuana or any other substance if possession is illegal under state or federal law; or
2. any alcoholic beverages.

Sexual Abuse & Harassment

>Will abide by the US Sailing SafeSport Handbook and US Sailing Regulation 13.04 for Sexual Abuse & Harassment.

Physical Abuse & Assault

>Will abide by the US Sailing SafeSport Handbook and US Sailing Regulation 13.05 for Physical Abuse & Assault.

Bullying & Hazing

>Will abide by the US Sailing SafeSport Handbook and US Sailing Regulation 13.06 for Bullying & Hazing.

Enforcement of the Code

> Compliance with this Code depends primarily upon understanding the Code and voluntary compliance, secondarily upon reinforcement by peers, and, when necessary, upon enforcement through disciplinary action as outlined by the RRS, the US Sailing SafeSport Handbook, and the US Sailing Regulations and Bylaws.

> If an incident is brought to the attention of the Organizing Authority, Host and/or the Protest Committee for the event alleging that a competitor has violated this Code, the Protest Committee shall protest the competitor and conduct a hearing that meets the requirements of Part 5, Section B of the RRS. The competitor has the right and option to voluntarily withdraw from the event rather than proceeding with a hearing. If the Protest Committee decides that the competitor has violated the Code and is not exonerated, it may
(a) remove some or all of the competitor's event privileges or benefits,
(b) disqualify the competitor's boat from the race or races sailed nearest in time to that of the incident, or
(c) disqualify the competitor's boat from all races in the event and exclude the competitor from the event or venue. Further action may be determined by the Protest Committee if warranted including considering calling a hearing under RRS 69.2(b) or remanding it to the US Sailing Review Board.

Scoring

When a competitor withdraws from part of an event pursuant to the Code, the scores of all completed races shall stand for the purposes of determining the seeding of subsequent rounds or stages in the event. However, that competitor's boat/team will no longer be eligible to compete in the event, shall be removed from the final event scores, and each boat/team with a worse finishing place in the event shall be moved up one place. The same scoring applies if a boat is disqualified from the remaining races in an event.

I have read the above Code and agree to abide by it as a condition of my (or if under 18, my child's) participation.

Competitor's Signature

Print Name: _____

Date: _____

Event: _____

If under 18, complete the following:

Parent or Guardian's Signature

Print Name: _____

Date: _____