

2010 Bay Cup I

March 6th, 2010

WAIVER AND RELEASE OF LIABILITY

1. I recognize that sailing is an activity that has an inherent risk of damage and injury associated with it. I have read Racing Rule of Sailing #4, Decision to Race, of *The Racing Rules of Sailing* and hereby acknowledge and agree that I am participating in this event entirely at my own risk.
2. I acknowledge and agree that neither Lakewood Yacht Club, Bay Access, Inc., the Race Committee, the sponsors of the Bay Cup I Regatta, the Protest Committee, or their respective members, officers, boards of directors, staff or representatives, will be responsible for
 - a. any damage to the entered boat or my other property, or
 - b. any injury, including death,
 sustained as a result of my participation in this event, regardless of the fact that such damage may, in whole or in part, be due to the negligence of Lakewood Yacht Club, Bay Access, Inc., the Race Committee, the sponsors of the Bay Cup I Regatta, the Protest Committee, or their respective members, officers, boards of directors, staff or representatives.
3. To the fullest extent permitted by law, I hereby WAIVE any rights I may have to sue the Race Organizers (including Lakewood Yacht Club, Bay Access, Inc., the Race Committee, the sponsors of the Bay Cup I Regatta, the Protest Committee, and/or their respective members, officers, boards of directors, staff or representatives) with respect to personal injury or property damage suffered as a result of my participation in this event and hereby RELEASE the Race Organizers from any liability for such injury or damage to the fullest extent permitted by law whether caused in whole or in part by negligence.
4. 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 by the Special Regulations or that a prudent seaman would consider advisable.
5. I understand this document has important legal consequences and have consulted such legal and other advisors as I deem appropriate before signing.

Signature

Date

MY INFORMATION (please print)

My Printed Name _____

My Email _____

My Address _____

My Phone _____

My Alternate Phone _____

WITNESS

Name _____

Signature _____

Address _____

Phone _____

Alternate Phone _____

2010 Bay Cup I
March 6th, 2010

MINOR PARTICIPANT WAIVER AND RELEASE

1. As parent or legal guardian of _____ (the "Participant"), I recognize that sailing is an activity that has an inherent risk of damage and injury associated with it. I have read Racing Rule of Sailing #4, Decision to Race of *The Racing Rules of Sailing* and hereby acknowledge and agree that the minor Participant is participating in this event entirely at his or her own risk with my full understanding of such risk.
2. For and on behalf of Participant and myself, I acknowledge and agree that neither Lakewood Yacht Club, Bay Access, Inc., the Race Committee, the sponsors of the Bay Cup I Regatta, the Protest Committee, nor their respective members, officers, board of directors, staff or representatives will be responsible for
 - (a) any damage to the entered boat or my or Participant's property, or
 - (b) any injury, including death,
 sustained as a result of Participant's participation in this event, regardless of the fact that such damage may, in whole or in part, be due to the negligence of Lakewood Yacht Club, Bay Access, Inc., the Race Committee, the sponsors of the Bay Cup I Regatta, the Protest Committee, or their respective members, officers, board of directors, staff or representatives.
3. For and on behalf of Participant and myself, to the fullest extent permitted by law, I hereby WAIVE any rights either of us may have to sue the Race Organizers (including Lakewood Yacht Club, Bay Access, Inc., the Race Committee, the sponsors of the Bay Cup I Regatta, the Protest Committee, and/or their respective members, officers, board of directors, staff or representatives) with respect to personal injury or property damage suffered by Participant as a result of his or her participation in this event and hereby RELEASE the Race Organizers from any liability for such injury or damage to the fullest extent permitted by law whether caused in whole or in part by negligence.
4. I have taken all necessary steps to ensure that Participant and the entered boat are adequately prepared for all possible contingencies, including appropriate safety equipment as may be required by law or by the Special Regulations or that a prudent seaman would consider advisable.
5. I understand this document has important legal consequences and have consulted such legal and other advisors as I deem appropriate before signing.

Parent or Legal Guardian's Signature

Date

Participant's Name _____ Date of Birth _____

Address _____

Parent or Legal Guardian's Printed Name _____ Phone _____

Address (if different) _____

Emergency Contact (person not racing): _____ Phone _____