

By Registering for this event, you hereby agree and approve of the Waiver and Release below:

In consideration of this entry acceptance, I hereby agree that the safety of my yacht and her crew, and the decision, whether or not to start or continue to race is my responsibility and not that of any person sponsoring or undertaking such race or activity. I hereby waive any and all claims against the Organizing Authority and Host Club for this event and any of their officers or directors, employees, or any member. I agree that this waiver is fully binding on my heirs, representatives, successors and assignees. I will inform all crew members of any yacht, which I sail in any such race, or activity of their responsibility for safety. I acknowledge that alcoholic beverages may be available to me during this event and agree that if I, or any of my crew and/or invited guests, consume these alcoholic beverages we assume all responsibility for our actions and will not operate a motor vehicle. I accept that I will be racing under the PHRF rating system or one-design, that I will race under the rules as sanctioned by US Sailing, and that I am in compliance with all safety requirements and that all of the above information is true and accurate.

RELEASE OF LIABILITY In consideration of the undersigned's participation in the 2025 Pen Cup Regatta ("the Regatta") sponsored/organized by the PYC Fleet Committee, and other local sponsors (collectively, the "Sponsors") and hosted by the Safe Harbor Peninsula Yacht Club (the "Host") on 10/3/2025 – 10/5/2025 the undersigned participant ("Participant"), and if such Participant is a minor, the Participant's parent or legal guardian by countersigning below, on behalf of themselves and their respective heirs, executors, administrators, personal representatives and next of kin (collectively with Participant, "Releasers"), hereby forever waive, release and discharge each of the Organizers, Sponsors, the Host and their respective parents, subsidiaries, affiliates, owners, members, managers, employees, officers, directors, agents, representatives, successors and assigns (each a "Released Party") from any and all claims, demands, damages, judgments, executions, rights of action or causes of action, present or future, whether the same be known, anticipated or unanticipated, which a Releaser may have, or claim to have, against any Released Party resulting from death, personal injury, property damage or other loss Releaser may sustain as a result of participating in

the Regatta or other activities related thereto. THIS RELEASE IS INTENDED TO DISCHARGE EACH RELEASED PARTY FROM ANY AND ALL LIABILITY ARISING OUT OF OR CONNECTED IN ANY WAY WITH RELEASOR'S PARTICIPATION IN THE REGATTA EVEN IF THAT LIABILITY ARISES OUT OF NEGLIGENCE OR CARELESSNESS ON THE PART OF ANY RELEASED PARTY. Releasors hereby acknowledge that serious accidents occasionally occur during sailing activities and that mortal or serious personal injuries and/or property damage or other loss may result from participation in the Regatta. Releasors knowingly assume all risks of participation in the Regatta, including all risk of personal injury and loss of or damage to the Releasors or their property, including further injury sustained as the result of the efforts of third parties who come to the aid of Releasor(s) if injured as a result of participation in the Regatta, and release all other persons and entities mentioned above who might otherwise be liable to Releasors. Releasors agree to abide by all rules of the Sponsors and the Host in connection with participation in the Regatta and understand that the failure to observe and obey such rules may result in instant revocation of Releasor's(s') right to participate in the Regatta. PARENT OR GUARDIANS FOR MINORS (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 Releasors as specified herein.