

**OSWEGO YACHT CLUB (OYC) RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND ASSUMPTION OF RISKS AGREEMENT**

In consideration for allowing me, and for allowing my vessel and crew if I am the skipper of the competing boat, to participate in the 2014 Sail Oswego Regatta and related activities on land and on water, I individually and on behalf of my agents, representatives, heirs, successors and assigns, hereby warrant and agree that:

1. I am familiar with and accept all risks including serious injury and death from participating in competitive sailboat racing;
2. I am physically and mentally able to participate in all races in which I enter and in all activities on water and on land;
3. My boat if I am the skipper of the competing boat, or the boat on which I sail if I am crew, and its equipment are fit and appropriate for competition and I am familiar with the location and use of all safety equipment;
4. I agree to abide by all applicable rules for participation, including the Notice of Race and General Sailing Instructions, the Racing Rules of Sailing and specifically Rule 4, Decision to Race, as well as general marine law and the rules, ordinances and laws of the City of Oswego and of the State of New York; and
5. I agree that at all times, I am solely and personally responsible for my own personal safety and that of my personal property, both on water and on land. If I am the skipper of the competing sailboat, I am also responsible for the safety of my crew which remains solely with me as skipper of the competing sailboat.

Furthermore, I understand and agree, on behalf of myself and my agents, representatives, heirs, successors and assigns, that my execution of this document constitutes:

- a) AN UNQUALIFIED ASSUMPTION BY ME OF ALL RISKS associated with my participation, and if I am also the skipper of the competing boat, the participation of my boat and crew, in the 2014 Sail Oswego Regatta Events, on water and on land, and even if arising from negligence of the Oswego Yacht Club, its Executive, Council, Organizing and Race Committees, and any person associated therewith (hereinafter collectively referred to as "OYC");
- b) A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS that I have or may have in the future against OYC, the City of Oswego, the County of Oswego and the State of New York, and/or any of its directors, officers, employees, contractors, committees, sponsors, organizations, officials, agents, representatives, volunteers, guests, invitees, heirs, successors and/or assigns (all of whom are collectively referred to herein as the "Releasees") from any and all liability for any loss, damage, injury and/or expense, of any form or type, to property and/or to person, including death, that I and my boat, if I am the skipper of the competing boat, may suffer as a result of my participation in any of the 2014 Sail Oswego Regatta Events on water and/or on land, due to any cause whatsoever, including negligence or breach of any statutory or other duty of care on the part of the Releasees;
- c) AN AGREEMENT NOT TO SUE THE RELEASEES for any loss, injury, damage, injury or expense of any form or type, to property and/or to person, howsoever caused or arising, and whether directly or indirectly, from my participation and from the participation of my crew and my boat if I am the skipper of the competing boat, in any of the 2014 Sail Oswego Regatta Events on water and/or on land;
- d) AN AGREEMENT that this document shall be governed by the laws of the State of New York, and that any disputes over the terms and subject matter of this Release shall be brought in the New York State Supreme Court of Oswego County.

I HAVE READ AND UNDERSTAND THIS AGREEMENT. BY MY SIGNATURE ON THIS RELEASE, I HEREBY STATE THAT I AM AUTHORIZED TO EXECUTE THIS RELEASE ON BEHALF OF MYSELF INDIVIDUALLY. I, INDIVIDUALLY AND ON BEHALF OF MY AGENTS, REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNS, UNDERSTAND THAT ALL PARTIES TO THIS RELEASE ARE MATERIALLY RELYING UPON MY REPRESENTATIONS HEREIN.

SIGNED \_\_ day of \_\_\_\_\_, 2014.

Boat Name	Signature of Owner(s)				Printed name of Owner(s)
Signature of Crew	Print name of Crew	Days Sailing	Signature of Crew	Print name of Crew	Days Sailing
Signature of Crew	Print name of Crew	Days Sailing	Signature of Crew	Print name of Crew	Days Sailing
Signature of Crew	Print name of Crew	Days Sailing	Signature of Crew	Print name of Crew	Days Sailing
Signature of Crew	Print name of Crew	Days Sailing	Signature of Crew	Print name of Crew	Days Sailing

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Signature of Crew      Print name of Crew

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Days Sailing

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Days Sailing