



RICHMOND YACHT CLUB

2014

Multihull Invitational

October 4-5, 2014

CREW WAIVER AND RELEASE

SKIPPER'S NAME: _____ BOAT CLASS: _____ SAIL NUMBERS: _____

CREW'S NAME: _____ HOBIE CAN# _____

ADDRESS: _____

LAND PHONE: _____ CELL PHONE: _____

E-MAIL: _____ YACHT CLUB: _____ USSA MEMBER NO.: _____

Emergency Contact Information. In case of emergency whom may we contact?

Name: _____ Phone Number: _____

WAIVER AND RELEASE OF LIABILITY:

I acknowledge that yacht racing and its related activities carry various risks of property damage, injury and even death. In return for permitting me to participate in the Regatta, I, on behalf of myself and anyone else who might or could make a claim if I am injured or killed or my property is damaged, DO HEREWITH VOLUNTARILY ASSUME ANY AND ALL RISKS OF ALL SUCH ACTIVITIES. BY THIS DOCUMENT, I EXPRESSLY INTEND TO AND DO HEREWITH WAIVE IN ADVANCE, AND DO HEREWITH RELIEVE AND RELEASE ALL THOSE PERSONS AND ENTITIES INVOLVED IN ANY WAY IN PUTTING ON THE EVENT (including but not limited to the race sponsors, the race committee, the Richmond Yacht Club, their officers, directors, members, volunteers, employees, servants, agents, contractors, subcontractors, heirs, next of kin, successors, or assigns, all hereinafter collectively referred to as "Hosts") FROM, ANY AND ALL LIABILITY FOR PERSONAL INJURY, DEATH, AND/OR DAMAGE TO PROPERTY, ARISING OUT OF OR IN ANY WAY CONNECTED TO MY PARTICIPATION IN THE EVENT AND/OR ANY RELATED ACTIVITIES, prior to, during, or after the regatta, whether on or off the water, EVEN IF SUCH INJURY, DEATH, AND/OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR OTHER FAULT OF SUCH PERSONS OR ENTITIES, BY THE DANGEROUS OR DEFECTIVE CONDITION OF ANY PROPERTY, PREMISES (including but not limited to the Club, docks, ramps, floats, etc.) OR EQUIPMENT OWNED OR MAINTAINED OR CONTROLLED BY THEM, AND/OR BECAUSE OF THEIR LIABILITY WITHOUT FAULT.

Except, and only, to the extent that they are not inconsistent with the terms of this Waiver and Release, I agree to abide by the Notice of Race, the sailing instructions, the Racing Rules of Sailing 2009-2012 (RRS), the class rules of the class of boat on which I will be sailing, the Prescriptions of USSA, and all other rules that govern this event. It is further understood that as to all disputes between event competitors only, and not involving any of the Hosts, that arise from on-the-water collisions, RRS Rule 68 shall apply.

I agree that the jurisdiction and venue for any dispute which in any way involves any of the Hosts will be Contra Costa County, California, and that California law will govern any arbitration or litigation.

If any provision of this Waiver and Release is determined to be illegal, unenforceable, or otherwise invalid for any reason, such provision will be deemed to be severed and deleted. Neither such provision nor its severance and deletion shall in any way affect the validity of the remaining provisions.

I have read this agreement and fully understand its contents. I am aware that this is a release of liability and a waiver of all claims, and I sign of my own free will.

I certify that I _____ am _____ am not (check one) over the age of 18. (If the participant is not over 18 at the time of the regatta, the participant's parent/legal guardian must sign the parent/guardian release as well.)

Crew's signature: _____ Date: _____

Crew's name: _____ (Please print)

Release and medical authorization of parent or guardian of Crew who is under 18:

The undersigned does hereby represent that he/she is, in fact, acting in such capacity and on behalf of himself/herself and the above-named child, agrees to and accepts all of the terms and provisions of foregoing ASSUMPTION OF ALL RISKS, WAIVER, AND RELEASE. The undersigned further authorizes and consents to such emergency medical treatment for the child should the same become reasonably necessary during the child's participation in the event and/or any related activities.

Parent/Guardian Date: _____