

**Release of Liability, Waiver and Hold Harmless Agreement**  
**2014 SCYC - West Marine Fun Regatta**  
**September 6-7, 2014**

*(Print, Sign and Bring to registration)*

In consideration of the acceptance by West Marine Products, Inc. ("West Marine") and the Santa Cruz Yacht Club ("SCYC") of my entry into the Santa Cruz Yacht Club Junior Sailing Program ("Event") on the above dates, I, and if I am a minor, my parent or legal guardian (collectively referred to herein as "the Participants") hereby acknowledge and agree as follows:

The Participants hereby acknowledge that serious injuries and even death may occur, and property damage or other losses may result, from participation in the Event. This Event involves risk of injuries caused by equipment failure or gear mishandling, collisions with other boaters and swimmers, tipping over, falling overboard and drowning. The Participants knowingly assume all risks of participation in the Event, including all risk of personal injury and loss of or damage to property, including further injury sustained as the result of the efforts of third parties who come to the aid of the Participants. West Marine Associates assisting in this Event are not certified guides or instructors, and the Participants are assumed to have the basic knowledge, skills and judgment required to participate in the Event. The Participants are the sole judge of their ability. The Participants agree to abide by all rules of West Marine and SCYC in connection with participation in the Event and understand that the failure to observe and obey such rules may result in instant revocation of The Participants' right to participate in the Event.

The Participant agrees to accept for use all the various equipment combinations to be provided during this Event "AS IS" and WITH NO WARRANTIES, express or otherwise, beyond those stated in this agreement and in the manufacturer's written warranty, if any. The Participant further agrees to accept full financial responsibility for the care of that equipment while it is in Participant's possession and is responsible for the replacement, at full retail value, of any equipment received, but not returned upon request, even if it is lost or stolen.

The Participants further grant to West Marine and SCYC, perpetually and irrevocably, the unlimited, unconditional and exclusive right, title and interest throughout the world to use, simulate and portray the Participants' name, likeness, voice, personality, personal identification and personal experiences, incidents, situations and events, including the right to vary, change, alter, modify, add to and delete from any depictions of the Participants and to rearrange and/or transpose such depictions as each may determine 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 made or taken of Participant while participating in any aspect of the Event. It is understood and agreed that one or more of West Marine and/or SCYC 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 their Parent/Guardian's acknowledge that West Marine and SCYC's right, title and interest in and to the Images include the right, license and privilege to utilize the Images in connection with the manufacture, advertisement, promotion, distribution and sale of products or events directly or indirectly related to the Event and/or yacht racing. Participant and Parent/Guardian hereby waive any right to inspect, review or approve the Images and their use by West Marine and/or SCYC 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 West Marine and/or SCYC.

KNOWING AND ACCEPTING THE ABOVE, THE PARTICIPANTS, ON BEHALF OF THEMSELVES AND ALL THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES AND NEXT OF KIN (COLLECTIVELY, "RELEASORS"), AGREE TO A) INDEMNIFY, DEFEND, AND HOLD HARMLESS EACH OF WEST MARINE PRODUCTS, INC., AND THE SANTA CRUZ YACHT CLUB AND THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, OWNERS, MEMBERS, MANAGERS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, SUCCESSORS, ASSIGNS AND REPRESENTATIVES (EACH A "RELEASED PARTY") FROM AND AGAINST ANY CLAIM, INCLUDING ATTORNEYS' FEES AND COSTS, ARISING DIRECTLY OR INDIRECTLY FROM ANY INTENTIONAL OR NEGLIGENT ACT OR OMISSION TO ACT ON THE PART OF ANY RELEASOR AS A RESULT OF PARTICIPATING IN THE EVENT, WHETHER ON LAND, IN THE WATER OR AFLOAT, OR TRAVELING TO OR FROM THE EVENT LOCATION;

AND B) HEREBY FOREVER WAIVE, RELEASE AND DISCHARGE EACH RELEASED PARTY FROM ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION THAT RELEASORS 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. THIS RELEASE SHALL NOT DISCHARGE ANY RELEASED PARTY WITH RESPECT TO SUCH PARTY'S ACTIONS OR OMISSIONS INVOLVING WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

EACH RELEASOR EXPRESSLY WAIVES ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE RELEASED MATTERS WHICH PROVIDES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." 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 EVENT EVEN IF THAT LIABILITY ARISES OUT OF NEGLIGENCE OR CARELESSNESS ON THE PART OF ANY RELEASED PARTY, EXCEPT THAT THIS RELEASE SHALL NOT DISCHARGE ANY RELEASED PARTY WITH RESPECT TO SUCH PARTY'S ACTIONS OR OMISSIONS INVOLVING WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

**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 defend, hold harmless and indemnify 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.

Signature of Parent/Legal Guardian: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Regatta Participant: \_\_\_\_\_ (Age: \_\_\_\_\_)

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Health Care Release**

As the Parent/Guardian for \_\_\_\_\_ I give permission to administer any necessary medical treatment in the event of an injury or accident.

Signature of Parent/Legal Guardian: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

In case of emergency, whom else could we contact:

Name: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_