

**DEPICTION RELEASE**

***The signed consent form MUST be on file in order to complete registration. One must be on file for each sailor.***

In consideration for my participation in the U.S. Team Racing Championship ("the "Regatta"), sponsored by US Sailing, Gill, Old Pulteny, Zim Sailing and Hobie Polarized Sunglasses and other local sponsors (collectively the "Sponsors") and hosted by Eastern Yacht Club (the "Host") on 9/26- 28, 2014 the undersigned participant ("Participant") and if such Participant is a minor, the Participant's parent or legal guardian by countersigning below ("Parent/ Guardian"), hereby grant to the Sponsors and the Host, perpetually and irrevocably, the unconditional and exclusive right, title and interest throughout the world to use, simulate and portray Participant's name, likeness, voice, personality, personal identification, and personal experiences, incidents, situations and events, 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 taken or taken of Participant while participating in any aspect of the Regatta. Participant and Parent/Guardian understand and agree that one or more of the Sponsors and/or Host 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 Parent/Guardian acknowledge the Sponsors' and the Host's right, title and interest in and advertisement, promotion, distribution and sale of products or events directly or indirectly related to the Regatta and/or yacht racing. Participant and Parent/Guardian agree that the Sponsors and the Host shall have unlimited right to vary, change, alter, modify, add to, and delete from any depictions of Participant in the Images and to rearrange and/or transpose such depictions as each may determine. Participant and Parent/ Guardian hereby waive any right to inspect, review or approve the Images and their use by the Sponsors and the Host 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 Sponsors and/or Host.

**PARTICIPANT AND PARENT/GUARDIAN, ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES AND NEXT OF KIN (COLLECTIVELY, "RELEASERS"), HEREBY FOREVER WAIVE, RELEASE AND DISCHARGE EACH OF THE SPONSORS, THE HOST AND THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, OWNERS, MEMBERS, MANAGERS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, SUCCESSORS, ASSIGNS AND REPRESENTATIVES (EACH A "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.**

**PARTICIPANT (Signature):** \_\_\_\_\_

**NAME (print)** \_\_\_\_\_

**DATE**

**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 Releasers as specified herein.

**PARENT OR GUARDIAN (Signature):** \_\_\_\_\_

**PARENT/GUARDIAN NAME (Printed):**

**DATE:**

\_\_\_\_\_

**RELEASE OF LIABILITY**

In consideration for my participation in the U.S. Team Racing Championship (“the “Regatta”), sponsored by US Sailing, Gill, Old Pulteny, Zim Sailing and Hobie Polarized Sunglasses and other local sponsors (collectively the “Sponsors”) and hosted by Eastern Yacht Club (the “Host”) on 9/26- 28, 2014 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 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.**

Releasers 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. Releasers knowingly assume all risks of participation in the Regatta, including all risk of personal injury and loss of or damage to the Releasers or their property, including further injury sustained as the result of the efforts of third parties who come to the aid of Releaser(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 Releasers. Releasers 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 Releaser’s(s’) right to participate in the Regatta.

Signature of Regatta Participant: \_\_\_\_\_

Print Name:

**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 Releasers as specified herein.

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

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

## **MEDICAL CONSENT FORM**

Each participant must complete and sign a copy of this form. Please fill it out completely. Incomplete forms will not be accepted. *Mail this form directly to Eastern Yacht Club*

NAME OF PARTICIPANT: \_\_\_\_\_

NAME OF PARENT OR GUARDIAN (if under 18) \_\_\_\_\_

In the event of accident or injury to myself, my spouse or any child of mine (specifically including my child if named above as the "Participant") or in the event of illness of myself, my spouse or any child of mine while in, on or about the premises of the Eastern Yacht Club or while participating in any activity sponsored by or under the auspices of the Eastern Yacht Club under circumstances where I am physically unable to consent or am not present:

1. I hereby voluntarily consent to the furnishing to myself, my spouse or any of my said children of such medical care, attention and treatment by any hospital, physician or physicians as such hospital, physician or physicians may deem necessary or advisable.
2. I authorize the General Manager, Assistant General Manager or any officer or member of the Eastern Yacht Club to consent to such medical care, attention or treatment.
3. I agree to pay all costs of such medical care, attention or treatment and to hold free and harmless of and from any and all liability for such cost the Eastern Yacht Club, the United States Sailing Association and the officers and members of each.

I, the undersigned, do hereby authorize and consent to any x-ray examination, anesthetic, medical or surgical diagnosis or procedure rendered under the general or specific supervision of any member of the medical staff or of a dentist licensed by the State of CA or of any hospital holding a current operating certificate issued by the State Department of Health. It is understood that this authorization is given in advance of any specific diagnosis, treatment or hospital care being required but is given to provide authority and power to render care which the aforementioned physician in the exercise of his best judgment may deem advisable. It is understood that effort shall be made to contact the undersigned prior to rendering treatment to the patient, but that any of the above treatment will not be withheld if the undersigned cannot be reached.

Signature: \_\_\_\_\_

Parent/Guardian Signature (if under 18): \_\_\_\_\_ Date: \_\_\_\_\_

IN CASE OF EMERGENCY CALL:

NAME	RELATIONSHIP	PHONE NUMBER

PHYSICIAN WHO CONDUCTED YOUR MOST RECENT PHYSICAL EXAMINATION:

NAME	PHONE NUMBER	DATE OF LAST EXAM

HEALTH INSURANCE CARRIER	INSURANCE ID NUMBER

***PLEASE FILL OUT THE REVERSE SIDE***

**MEDICAL AND EMERGENCY INFORMATION**

Competitor's name: \_\_\_\_\_ Male \_\_\_\_ or Female \_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone \_\_\_\_\_(home) \_\_\_\_\_(Emergency cell) Date of Birth: \_\_\_\_\_

**THE PARTICIPANT AND/OR THEIR PARENT(S) MUST RESPOND TO THE FOLLOWING QUESTIONS AS ACCURATELY AND COMPLETELY AS POSSIBLE:**

Please check those that apply: (Provide necessary details below)

CHRONIC AILMENTS:		ALLERGIES:	
ASTHMA, OR OTHER RESPIRATORY PROBLEMS		MEDICATION (please list below)	
DIABETES OR HYPOGLYCEMIA		LATEX	
HEMOPHILIA, OR OTHER BLEEDING PROBLEMS		BEE STINGS/INSECT BITES	
CIRCULATORY OR HEART PROBLEMS		IF YES, DO YOU CARRY AN EPIPEN?	
EPILEPSY/ SEIZURE		FOODS	
OTHER		OTHER	

DATE OF LAST TETANUS/ DIPHTHERIA/ TOXOID / T/d or Tdap SHOT: \_\_\_\_\_

CURRENT MEDICATIONS AND DOSAGE IF ANY: \_\_\_\_\_

DETAILS: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

**PLEASE MAKE SURE YOU HAVE FILLED IN ALL THE NECESSARY INFORMATION**

**If any of the above mentioned information changes before or during the event, please submit in writing all pertinent information to the regatta chairperson.**

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Mail this form to:  
 Eastern Yacht Club  
 Attn: U.S. Team Racing Championship  
 85 Revere Street, Apt 3,  
 Boston, MA 02114

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## Competitor's Agreement

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**Competitor's Agreement:** I accept US Sailing's invitation to sail in the U.S. Team Racing Championship. By accepting this invitation, I agree to comply with the restriction on drinking and the use of illegal drugs for the entire event. I also agree to share in the responsibility for making the event run smoothly both on and off the water. In particular, I will respect that others are also taking this championship seriously, I will respect property that is not mine, I will respect the efforts of the event hosts, and I will respect and show appreciation for the generosity of my hosts.

\_\_\_\_\_ /\_\_\_\_\_/\_\_\_\_\_  
Print competitor's name clearly      Competitor's Signature      date

**Competitor's Parent(s) Agreement:** I/We have read the competitor's agreement above and the restriction on the use of alcohol and illegal drugs during the U.S. Team Racing Championship. I/We fully understand that offenders of the restriction will immediately be removed from the racing and if practical sent home. I/We understand that I/We are responsible for the behavior of my/our child and liable for any damage to property, including chartered boats, caused by him/her, and damage to Eastern Yacht Club property.

\_\_\_\_\_ /\_\_\_\_\_/\_\_\_\_\_  
Print parent's name      Parent's Signature      date

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**Mail this form to**  
Eastern Yacht Club  
Attn: U.S. Team Racing Championship  
85 Revere Street, Apt 3,  
Boston, MA 02114

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