2015 Bluerush Thursday Night Kite Race Series

St. Francis Yacht Club

RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK

For and in consideration of the acceptance by the St. Francis Yacht Club of my entry in this regatta, I hereby acknowledge the dangers inherent in sailing and accept all the risks and responsibilities of my participation in this regatta on my yacht or the yacht on which I participate in this regatta.

I recognize that there are inherent risks involved in all water sports, including competitive sailing and sailboat racing. These risks include, but are not limited to, a broad range of things that can happen while working shore side preparing for a race, yachting, visiting waterfront areas, docks, ramps, gangways and sailing on bays, rivers and the ocean. Some of the risks include tripping, falling, slipping, losing my balance, falling overboard, drowning, line handling accidents, anything that can happen when helping to handle and maneuver a boat, collisions and sinkings. I recognize that these and other risks include the possibility of personal injuries and even death. I am choosing to participate in this regatta in spite of these risks.

I further acknowledge that sailing and sailboat racing are hazardous sports and I hereby assume the risk of all dangerous conditions involved in such activities. I hereby waive any and all specific notice of the existence of any such conditions.

I hereby release, waive and relinquish to the fullest extent permitted by law, any and all claims of any sort whether in tort, contract, equity or otherwise, which I, my heirs, administrators, executors and assigns may or could have against the St. Francis Yacht Club, its members, officers, directors, committees, agents and/or employees arising out of or in any way connected with my participation in this regatta, for any injuries, death or property damage which I or they may suffer or sustain.

In addition to the release and waiver of liability described above, I agree that I shall indemnify, defend and hold harmless StFYC its members, officers, directors, committees, volunteers, agents and/or employees for any costs or liabilities which they may incur as a result of my or my yacht's participation in this Regatta. If any lawsuit, action or legal proceeding should be brought against the Club by reason of any such claims or alleged liability, the undersigned agrees to defend such action or proceeding at the undersigned's sole expense by counsel reasonably satisfactory to the Club.

During this regatta I agree to abide by the Sailing Instructions issued for this regatta, the Rules of the US SAILING Association, the Racing Rules of Sailing and by the Rules of the Host Organization.

I understand that the publication of results, images and accounts of the competition, competitors and the yachts is a normal part of a regatta, as any sports competition. I hereby authorize the St. Francis Yacht Club to engage in such publicity with such information as may be provided or obtained in the course of the regatta, with the exception of my personal contact information.

I further expressly agree that the foregoing release, waiver and assumption of risk is intended to be as broad and inclusive as is permitted by law and that if any portion, clause or sub-clause hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and legal effect.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK, AND I SIGN IT OF MY OWN FREE WILL.

Print Name_____
(Participant)

Signed_____
(Participant)

Date_____