



PERPETUAL RELEASE OF LIABILITY and WAIVER

In consideration of **HUMBOLDT YACHT CLUB** (hereinafter "HYC") allowing me, the undersigned, to participate in any capacity in any of its sanctioned or approved races or regattas ("Event") in which I participate (including any future dates in which I participate from this date forward *in perpetuity*), I therefore, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and do hereby make the following contractual representations pursuant to this Agreement (the "Agreement"):

RULES AND REGULATIONS: I hereby agree to abide by the Racing Rules of Sailing and HYC's Standing Race Rules; and to comply with US Sailing's Coastal Safety Equipment Requirements for any Event offshore, or its Near Shore Safety Equipment Requirements for any In-Bay or Lagoon Event, including without limitation the wearing of a USCG-approved personal floatation device by me and any crew onboard at all times while participating in the Event.

ACKNOWLEDGMENT OF RISK: I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of sailing, and that participation in any HYC events involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants or natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event organizers and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks").

ASSUMPTION OF RISK: I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in the Events, or the negligent acts or omissions of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in any Events. I also agree to be responsible for any injury or damage caused by me at any Event.

RELEASE OF LIABILITY and WAIVER: In consideration of my participation in any Event, I hereby release from liability and waive any claims against HYC, and to the extent they are acting of behalf of HYC, its governing Board, race committee or competition managers ("Released Parties), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties, but not including those resulting from gross negligence or intentional acts.

I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE, AND WAIVER FROM LIABILITY.

By signing below, I (as the participant or as the Parent/Legal Guardian of the minor identified below) hereby accept and agree to the terms and conditions of this Agreement in connection with my (or the minor's) participation in any Event.

Participant Signature: _____ Printed Name: _____ Date: _____

Parent/Legal Guardian Signature (required if participant in under the age of 18): _____

Parent/Legal Guardian Printed name: _____ Date: _____