

WAIVER OF AND RELEASE OF LIABILITY, PLEASE READ CAREFULLY.

I, _____ fully understand and acknowledge that: (a) risks and dangers exist in my use of sailing equipment and my participation in sailing activities, classes, or instruction; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to: bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers, agents, club members of the Palm Beach Sailing Club, Inc., or other regatta participants or others on the water. I

hereby assume all risks and dangers and all responsibilities for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, employees, officers, agents, or club members of Palm Beach Sailing Club, Inc., other regatta participants, or any other person.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, and discharge Palm Beach Sailing Club, Inc. and its owners, employees, officers, agents, or club members, other regatta participants or others on the water from any and all claims, suits, or causes of action for bodily injury, negligence, property damage, wrongful death, loss of services, or otherwise which may arise out of my use of sailboats and/or sailing equipment, or my participation in sailing classes, courses, regattas, or any other similar events occurring at the Palm Beach Sailing Club, including any events or regattas that occur away from such. I specifically understand that I'm releasing, discharging and waving any claims or actions that I may have presently or in the future have for the negligent acts, negligence, or other conduct by the Palm Beach Sailing Club, Inc., and/or its owners, employees, officers, agents, club members, other regatta participants or others on the water.

In consideration of your accepting my application to participate in the above event, I hereby waive, release and discharge any and all claims for death, personal injury or property damage which I may have, or which may subsequently accrue to me or my crew, as a result of my participation in yacht or sailboat racing. This release is intended to release the promoters, sponsors, the Palm Beach Sailing Club, the officials, any involved municipalities and other public entities, other regatta participants or others on the water, from and against any and all liability arising out of or connected in any way with my participation in yacht or sailboat racing, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above. I further understand that serious accidents occasionally occur during yacht or sailboat racing and that participants in yacht or sailboat racing occasionally sustain mortal or serious personal injuries, and/or property damage, as a consequence thereof. I knowingly assume the risks of yacht or sailboat racing and release all of the persons or entities mentioned above whom might otherwise be liable to me or to my heirs or assigns for damages. I agree to abide by the rules, regulations, and sailing instructions of the Palm Beach Sailing Club, the NOR for this regatta/event and the United States Sailing Association.

I HAVE READ THE ABOVE WAIVER AND/OR RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE PALM BEACH SAILING CLUB, INC., AND/OR ITS OWNERS, EMPLOYEES, OFFICERS, AGENTS, CLUB MEMBERS, OTHER REGATTA PARTICIPANTS OR OTHERS ON THE WATER FROM LIABILITY FOR PERSONAL INJURY LIABILITY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE OF ACTION.

SIGNATURE

Dated:

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