

WAIVER AND RELEASE OF LIABILITY

Youngstown Yacht Club (the "Organization") is holding a regatta or regattas or social activity (the "Event"). I (or the minor child on whose behalf I execute this agreement) wish to participate in any capacity in the Event. I, 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, agree as follows:

- **RULES AND REGULATIONS:** I hereby agree to abide by the rules, regulations, and policies of the Organization, including any and all communicable-disease-related safety measures required by the Organization.
- **ACKNOWLEDGMENT OF RISK:** I acknowledge the inherent risks associated with the sport of sailing, and that participation in the Event involves risks and dangers including, without limitation: the potential for serious bodily injury (including broken bones, head or neck injuries); sickness and disease (including communicable diseases); 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 (the "Risks").
- **ASSUMPTION OF RISK:** I understand that the Risks may be caused in whole or in part or result directly or indirectly from my own negligence or intentional actions, the negligence or intentional actions of other participants, 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 the Event. I also agree to be responsible for any injury or damage caused by me or any agents under my direction and control at the Event.
- **RELEASE:** I hereby release from liability and waive any claims against the Organization, its licensees, competition managers, promoters, sponsors, advertisers, beneficiaries, venue providers, and supporting organizations, together with their officers, directors, employees, volunteers and contractors (the "Released Parties"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs and reasonable attorney fees) of any kind or nature (the "Liabilities") which may arise out of, result from, or relate in any way to my participation in the Event, including claims for Liabilities caused in whole or in part by the negligent acts or omissions of the Released Parties.
- **COMPLETE AGREEMENT AND SEVERABILITY CLAUSE:** This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

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 the Event.

Participant: _____ Participant's legal guardian (if Participant is a minor): _____

Event: _____ Event Dates: _____

Signature: _____ Date of Signature: _____