

2023 WBYC RACING SEASON WAIVER AND RELEASE OF LIABILITY

For and in consideration of the White Bear Yacht Club and the White Bear Yacht Club Sailing Division (collectively referred to as the "Organization") allowing me, the undersigned, to participate in any capacity in an Organization sanctioned or approved event or activity ("Activity" or "Activities"), I, for myself, and on behalf of my children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and make the following acknowledgements and agreements:

A. RULES AND REGULATIONS: I hereby agree to abide by the rules, regulations, and policies of the Organization, including any and all communicable disease or pandemic related safety measures required by the Organization.

B. ACKNOWLEDGMENT OF RISK: I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of sailing, and that participation in any Organization Activity, including sponsored races or other events, may involve 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 such as COVID-19); 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 Activity organizers and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers (collectively "Risks").

C. ASSUMPTION OF RISK: I understand that the Risks may be caused in whole or in part or result directly or indirectly from my own actions or inactions, the actions or inactions of others participating in the Activities, 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 such Activity. I also agree to be responsible for any injury or damage caused by me or any agents under my direction and control at any such activity.

D. RELEASE AND INDEMNITY: In consideration of my participation in any such activity, I hereby release from liability and waive any claims against the organizer of the Activity, its licensees, competition managers, promoters, sponsors, advertisers, beneficiaries, venue providers, and supporting organizations, together with the officers, directors, employees, volunteers and contractors of them (the "Released Parties" or "Activity Organizers"), 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 ("Liability") which may arise out of, result from, or relate in any way to my participation in the activity, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. Further, I agree to indemnify, defend, and hold harmless the Released Parties and Activity Organizers against and from any and all Liability imposed on, incurred by, or asserted against any Released Party or Activity Organizer resulting from, arising out of, in connection with, or relating to my breach of this Agreement.

E. COMPLETE AGREEMENT AND SEVERABILITY: 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, WAIVER FROM LIABILITY, AND INDEMNIFICATION. 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 Activity.

Participant Signature: _____ Date:_____

Name of Participant: _____

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

Parent/Legal Guardian Printed Name: _____ Date:_____