

2021 BACARDI CUP INVITATIONAL REGATTA
AGREEMENT REGARDING ASSUMPTION OF RISK, WAIVER,
RELEASE AND COVENANT NOT TO SUE

Important: *this form must be signed by ALL competitors and submitted 3 days prior to onsite registration.*

The COVID-19 coronavirus is highly contagious and potentially lethal, and the pandemic raises the possibility that individuals participating in the Activities could become infected with the virus and, as a result, suffer serious illness or death. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, we cannot guarantee that you as well as all other participants, volunteers, or others in attendance will not become infected with COVID-19.

The Organizing Authority, the event venue, and their governors, officers, committee members and personnel cannot be held responsible for any such illness or death, nor any other injury to person or property, or death, suffered by anyone participating in the Activities. By participating in this Regatta, regardless of your participation as a competitor or any other role, you are assuming all risks relating to COVID-19 exposure. You are therefore required to sign this agreement as a condition to your participation in the Activities.

In consideration of the right to participate in the Activities, the undersigned hereby agrees, on his/her behalf and on behalf of his/her minor children, as follows:

1. I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation in the Activities and I willingly engage in the Activities at my sole risk.
2. I agree to comply, and if I am the skipper I agree to cause my crew and guests to comply, with all federal and state laws and regulations, and all event venue rules, guidelines and protocols, regarding COVID-19 that apply to the Activities. I understand and agree that, if and when acting as skipper of a boat, I am solely and unconditionally responsible for my vessel, my crew, and the conduct of my crew.
3. I acknowledge and understand: (a) the risk of contracting COVID-19 in connection with the Activities and the possibility of illness or death resulting therefrom; (b) the risks inherent in the sport of sailing, including, without limitation, serious bodily injury or death, economic loss, out of pocket expenses, and damage to property; and (c) that all such risks of illness, injury, death or damage could be caused, in whole or in part, by the acts,

omissions and negligence of the Club and its or their governors, officers, members, committee members, volunteers, sponsors, employees, contractors or agents, event organizers (collectively, the “Releasees”). I agree to assume all such risks and full responsibility for any damages, liabilities, losses or expenses that I (or my minor children) may incur on account of participation in any Activity including, without limitation, exposure to COVID-19.

4. I certify that, to the best of my knowledge, neither I nor, if I am the skipper, any crew or guest I invite to participate in any Activity (each of whom will be appropriately questioned by me), am currently infected with COVID-19 at such time, and we have not exhibited any symptoms thereof within the fourteen (14) days prior to such participation including, without limitation, fever, cough, and shortness of breath among others.
5. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties/Releasees.
6. I do hereby release and forever discharge from and all liability for any loss, damage, or injury, including death, that may be sustained or suffered by you or by any property belonging to you, while participating in the Regatta and the Activities, and waive any and all claims that I may have or assert against any of the Releasees on account of, or in connection with, contracting the COVID-19 virus, any personal or bodily injury arising from my participation in the Regatta and in the Activities, any liability, claim, demand, cause of action, damage, loss or expense (including without limitation reasonable expenses and attorneys’ fees) (collectively, “Liabilities”), resulting from, arising out of or relating to my (or their) participation in any Activities, including, without limitation, Liabilities caused by the acts, omissions or negligence of any of the Releasees. I further covenant and agree not to sue, permit my minor children to sue, or participate in a lawsuit brought by anyone else against, any of the Releasees in connection with any such Liability.
7. I agree to indemnify, defend and hold harmless the Releasees against and from any and all Liabilities, fine, penalty, cost or expense (including, without limitation, reasonable attorneys’ fees) of every kind or nature asserted by any party against a Releasee or incurred by any Releasee and arising directly or indirectly from or in connection with participation in the Regatta and Activities or any other activities related thereto asserted against or suffered by them on account of or caused by my (or my minor children’s) participation in the Activities or my breach of this agreement.
8. I further acknowledge that the Releasee do not carry any medical insurance that would cover any medical bills for injuries or illnesses resulting from participation in the Regatta and the Activities.

9. I represent to the Releasee that there are no health-related reasons or problems that preclude or restrict my ability to fully and safely participate in the Activities.
10. It is understood and agreed that I expressly waive all laws and statutes, of all jurisdictions whatsoever, which may provide that a general release does not extend to claims not known or suspected to exist at the time of executing the Release which, if known, would have materially affected the decision to give this Release. It is expressly intended and agreed that this Release does, in fact, extend to such unknown and unsuspected claims relating to anything which has happened to the date hereof which is covered by this Release, even if knowledge thereof would have materially affected the decision to give this Release.
11. No provision of this agreement may be waived or modified except by a writing signed by both parties. If any provision of this agreement is held to be unenforceable in whole or in part by a court of competent jurisdiction, that provision shall be reformed, if possible, to make it enforceable to the maximum extent permitted by the court, and all other provisions shall remain in full force and effect. This agreement will be binding upon, and inure to the benefit of, the parties hereto and their heirs, executors, administrators, successors and assigns. This agreement may be executed and retained electronically and/or in hard copy.
12. This Release will survive beyond the completion of the Regatta and Activities.
13. This Release will be governed exclusively by Florida law and any disputes arising hereunder will be decided by binding arbitration before the American Arbitration Association in Miami, Florida.
14. Release is a negotiated document and is deemed to have been drafted jointly by the parties. No rule of construction or interpretation will apply against any particular party based on a contention that the Release was drafted by one of the parties. Release must be construed and interpreted in a neutral manner.
15. I HAVE READ THIS WAIVER AND RELEASE CAREFULLY, AND I FULLY UNDERSTAND AND ACKNOWLEDGE ITS CONTENTS. I FULLY UNDERSTAND THAT THIS WAIVER AND RELEASE WILL BE CONSTRUED AS BROADLY AND INCLUSIVELY AS IS PERMITTED BY APPLICABLE LAW. I FULLY UNDERSTAND THAT IT IS LEGALLY BINDING, AND ACKNOWLEDGE THAT BY SIGNING BELOW I RELEASE AND WAIVE LEGAL RIGHTS THAT I OTHERWISE MIGHT HAVE.

Name (in capitals):

Signature of Participant:

Date:

Boat Name and Sail #:

Permanent Address of Participant (street/apartment/City/postal number/Country):

Address of Participant during the event (if different from address above):

Participant telephone number:

Participant email address:

Within the past 14 days, have you (answer YES or NO):

- Had close contact with anyone diagnosed as having Coronavirus disease Covid-19? **YES / NO**
- Provided direct care for COVID-19 patients? **YES / NO**
- Visited or stayed in close environment with any patients having Coronavirus disease COVID-19 **YES / NO**
- Worked together in close proximity, or sharing the same classroom environment with COVID-19 Patient? **YES / NO**
- Travelled together with COVID-19 patient in any kind of conveyance? **YES/ NO**
- Lived in the same household as COVID-19 Patient? **YES / NO**
- Have cough, fever, malaise, shortness of breath, breathing difficulties, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea. **YES / NO**