

## Participant Consent, Waiver of Liability, Assumption of Risk and Media Release

All participants must read and sign this document and return the completed form at time of registration.

Ι	of
Name	Address
	_,
Boat Name	Sail #

hereby request that I be permitted to participate in the 2021 Bacardi Cup Invitational Regatta (the "Regatta").

IN CONSIDERATION of being allowed to participate in any way in the Regatta competition and in the on-water / on-land activities, I, for myself, my children, personal representatives, assigns, heirs, and next of kin:

ACKNOWLEDGE, agree, and represent that I understand the risky nature of sailing activities and that I possess the requisite experience, training, competency, and qualifications to participate in such sailing activities and I am also in good health, and in proper physical condition to be able to participate in such activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the activity and immediately notify the organizing authority, Twelve USA, Inc., the Principal Race Officer and the Event Chairperson. I further understand that the Regatta personnel are available to discuss the activities if I should desire further information.

In consideration of such permission being granted, I agree as follows:

- 1. WAIVER OF LIABILITY: I for myself, my spouse, children, heirs, executors, administrators, insurers, attorneys, personal representative, assigns, heirs, next-of-kin, assigns and other persons or entities acting or purporting to act on my behalf hereby irrevocably and unconditionally forever release, acquit, remise, discharge Twelve USA, Inc., the organizing authority, and each of their affiliates, subsidiaries, partners, sponsors, members, directors, officers, agents, employees, volunteers, predecessors, successors, insurers, attorneys, and owners and lessees of premises, upon which activities are held, the co-participants therein and the owners and lessee of all race equipment used therein (herein referred to as "the Releasees") of and from any and all monetary damages and all liability, claims, causes of actions, suits, claims, obligations, liabilities, debts, demands, contentions, judgments, levies, and controversies, of any kind whatsoever, whether in law or in equity, known or unknown, including negligent acts or omissions that may cause any of the foregoing that may accrue to me, my children, my heirs, personal representative, assigns, heirs, next-of-kin and assigns from every and any loss, damage and injury (including death) that may be sustained to me, my spouse, children, executors, administrators, insurers, attorneys, heirs, personal representative, assigns, next-of-kin and property while on, or while attempting to ingress or egress in any such premises and property upon which the activities are held or merely by participating in the Regatta. This release specifically includes, without limitation, any claims arising under federal, state, or local law. Nothing in this Release shall be deemed to require the waiver or release of any claim that may not be released or waived under applicable federal or state law.
- 2. <u>ASSUMPTIONS OF RISK</u>: I am aware that the Regatta activities involve potentially hazardous conditions which may include, among other things, maneuvering a sailboat, powerboat or other watercraft on deep waters, strong winds and high waves, storms, lightning, sudden unexpected immersion in deep waters and collision with other watercraft or stationary objects such as docks, pilings, piers and buoys. With knowledge of the dangers involved, I voluntarily ask that I be allowed to take part in these activities. I ACCEPT AND ASSUME ANY AND ALL RISKS TO MYSELF OF INJURY, DEATH AND PROPERTY DAMAGE ARISING FROM PARTICIPATION IN THE REGATTA ACTIVITIES SPECIFICALLY INCLUDING, WITHOUT

LIMITATION, ANY INJURY OR DAMAGE CAUSED BY THE NEGLIGENCE OF TWELVE USA, INC., THE ORGANIZING AUTHORITY AND/OR ITS DIRECTORS, MEMBERS, OFFICERS, EMPLOYEES, AGENTS, COACHES, SPONSORS, VENDORS, CLUBS AND/OR VOLUNTEERS.

3. <u>MEDIA RELEASE WAIVER</u>: By registering for the Regatta, permission is granted for Twelve USA, Inc., to use the registered sailor's name, photos, and videos for various media related publicity or other projects associated with the Bacardi Cup Invitational Regatta.

Opt-out

- 4. I further agree that I will abide by all the Twelve USA, Inc., the organizing authority and each of their partners' rules, regulations and safety policies and understand that violation of these rules or regulations may result in disciplinary action being taken against me, including potential disqualification from the "Regatta".
- 5. I agree to receive treatment at the closest hospital or medical facility should I become in need of medical care.
- 6. <u>Amendment, Waiver</u>. No amendment or variation of the terms of this Release will be valid unless made in writing and signed by all parties. A waiver of any term or condition of this Agreement shall not be construed as a general waiver by you. Failure of any party to enforce any provision or provisions of this Agreement will not waive any enforcement of any continuing breach of the same provision or provisions or any breach of any provision or provisions of this Agreement.
- 7. In the event of medical emergency please contact:

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Name	Cell Phone #	Email	
I HAVE CAREFULLY READ T AWARE THAT THE AGREEME AN AGREEMENT BY ME TO I SIGN IT OF MY OWN FREE WII	NT INCLUDES WAIVER NDEMNIFY, DEFEND, A	R OF LIABILITY, AN ASSUMP	TION OF RISK AND
Date://		Signature	
CREW MEMBER SIGN-OFF			
Name & Signature #1	Nan	ne & Signature #2	
Name & Signature #3	Nan	ne & Signature #4	

Name & Signature #5

Name & Signature #6

I am authorized to sign the following <u>Participant Consent</u>, <u>Waiver of Liability</u>, <u>Assumption of Risk</u>, <u>Indemnity and Hold Harmless Agreement</u> on behalf of the above team members, and by signing I hereby release TUI, members, employees, agents, coaches, sponsors, vendors, CLUBS and/or volunteers and I understand I will assume all risks.

[Print Name]

[Signature]