



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.

I _____ 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. **ASSUMPTIONS OF RISK:** 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

