



SAFE HARBOR
RACE WEEKEND

Waiver & Release

I am fully aware of the risks and hazards connected with participation in the Safe Harbor Race Weekend (the “Activity”), including the risk of injury and possibly death. I voluntarily elect to participate and, to the extent permitted by applicable law, assume full responsibility for any risks for property damage or loss, or personal injury, including death that I or my property may sustain.

It is my express intent that this Waiver and Release shall bind the members of my family, my spouse, heirs, assigns and personal representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the Released Parties (defined below). I further waive the right of any insurance carrier to recover from the Released Parties for any claims they might pay on my behalf.

To the fullest extent permitted by law, I WAIVE and RELEASE SHM Regatta, LLC (“SHM”) and its respective past, present and future parents, subsidiaries, affiliates, general partners, limited partners, members, shareholders, investors, successors, predecessors, assigns and all employees, officers, directors, agents, insurers, and all other persons, firms, partnerships, limited liability companies or corporations, or any other type of legal entity with whom any of the former have been, are now or may hereafter be affiliated (collectively, the “Released Parties”) from any and all liability, claims, demands, and causes of action, whatsoever arising out of or related to any loss, damage, or injury (including death), whether known or unknown, asserted or un-asserted, absolute or contingent, matured or un-matured, conditional or unconditional, latent or patent, that I or my property may sustain in connection with or related to the Activity or my access to Safe Harbor New England Boatworks and/or Safe Harbor Newport Shipyard (together, the “Marina”); EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTIES.

I agree to comply with all applicable laws, the rules and regulations of the Marina and the Activity, and any oral instructions of Marina or Activity staff. I understand that I may be excluded from the Marina and/or Activity if I do not comply with this Waiver and Release. Any litigation or other claims between Released Parties and me regarding this Waiver and Release shall be governed by the laws of, and heard by a court located in, the state where the Marina is located. Should any portion of this document be deemed unlawful or unenforceable, such portion is severable and shall be stricken without any effect on the enforceability of the remaining provisions. Released Parties shall be entitled to reasonable attorneys’ fees in any legal action involving this Waiver and Release in which such Released Parties are the substantially prevailing party.

I also grant SHM, its agents, employees, licensees, affiliates, successors and assigns, the absolute and irrevocable right, and unrestricted permission to use, reuse, publish, and republish any videos, photographs or other images that it has taken or commissioned (or may take or commission) of me in connection with the Activity and any derivative works thereof without restriction. I release and discharge such parties from any

