



SAFE HARBOR
RACEWEEKEND

2023 Waiver and Release

In connection with Safe Harbor Race Weekend (the “Activity”) on and about the marinas commonly known as Safe Harbor New England Boatworks and Safe Harbor Newport Shipyard (together, the “Marina”) and Narragansett Bay, the undersigned agrees as follows:

I am fully aware of the risks and hazards connected with my participation and the participation of the yacht named below (the “Yacht”) in the Activity, including the risk of damage to or destruction of the Yacht, injury to persons 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 Safe Harbor Marinas, LLC, SHM TRS, LLC, and their respective past, present and future parents, subsidiaries and affiliates (collectively, the “SHM Parties”), and the general partners, limited partners, members, shareholders, investors, successors, predecessors, assigns, employees, officers, directors, agents, insurers of each of the foregoing, 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 the u; EVEN IF SUCH CLAIMS AROSE OUT OF OR IN CONNECTION WITH THE NEGLIGENCE OR FAULT OF THE RELEASED PARTIES, BUT NOT TO THE EXTENT CAUSED BY THE SOLE NEGLIGENCE, 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 any such Released Party is 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 and all claims and demands that may arise out of or in connection with the use of such videos, photographs or other images, including any and all claims for libel or violation of any right of publicity or privacy. All film negatives and positives, electronic images, and data shall remain the property of the photographer, except where otherwise specified by contract.

I agree to indemnify, reimburse, protect, defend, and hold harmless the Released Parties from all liabilities, claims, fines, penalties, costs, expenses, attorney fees, judgments, liens, causes of action, or lawsuits of any nature directly or indirectly arising out of, caused by any act, omission, negligence, or willful misconduct by me which damages or results in the loss of any other persons or entities’ property or causes injury or death to any other person; **EVEN IF SUCH CLAIMS AROSE OUT OF OR IN CONNECTION WITH THE NEGLIGENCE OR FAULT OF THE RELEASED PARTIES, BUT NOT TO THE EXTENT CAUSED BY THE SOLE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE RELEASED PARTIES.**

If the owner of the Yacht (the “Owner”) is an entity, the person signing below as Owner affirms that he/she has full authority to bind the Owner to this Waiver and Release, by corporate action if required. If the person signing this Waiver and Release as Owner is an agent of Owner, including a captain, such person represents that he/she has the authority to bind the Owner.

[Signatures on reverse]

