LONG BEACH YACHT CLUB

REGATTA WAIVER AND RELEASE OF LIABILITY

For and in consideration of Long Beach Yacht Club, together with its Elected and appointed Flag, and its officers, directors, employees, volunteers and contractors (collectively, "LBYC") allowing me, the undersigned, and/or my minor child, to participate in any capacity in a sailing or sailing-related event or activity ("Event" or "Events") sanctioned, licensed or approved by LBYC; I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, and assigns, hereby agree to and make the following contractual agreements and representations pursuant to this Agreement (the "Agreement"):

A. RULES AND REGULATIONS: I hereby agree to abide by the rules, regulations, and policies of LBYC, including any and all COVID 19 related safety measures required by LBYC.

B. ACKNOWLEDGMENT OF RISK: By entering this event, all "Racers" (including but not limited to captains and crew) knowingly and voluntarily acknowledge the inherent risks associated with the sport of sailing and yacht racing, including the Event(s), and that participation in any Event involves risks and dangers including, without limitation, the potential for very serious bodily injury, sickness and disease (including communicable diseases), trauma, permanent disability and death; loss of or damage to personal property or earning capacity; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants or natural or manmade objects; adverse and/or dangerous weather conditions; facilities issues and premises conditions; inadequate safety measures; participants and/or LBYC volunteers, and/or event staff of varying skill levels; the consumption of alcoholic beverages, which may add an element of risk from interaction with other individuals involved in the Event, or from transportation to or from the location of the Event(s), or from a Racer's own incapacitation; other situations beyond the immediate control of LBYC; and other undefined, not readily foreseeable and presently unknown risks and dangers (all of which, collectively, the "Risks").

C. ASSUMPTION OF RISK: I understand that the aforementioned Risks may be caused by or result from my own action or inaction, or that of my crew or support personnel, or the actions or inactions of others participating in the Event(s), or the negligent acts or omissions of LBYC, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities or losses arising from or related to my participation in any Event(s).

D. **RELEASE**: Notwithstanding the Risks identified above and other elements of risk and inconvenience, I wish to participate in the Event(s) because of my interest in sailing and yacht racing, and in the activities that I expect to enjoy during the Event(s). Therefore, in consideration of LBYC allowing me and/or my minor child to participate in the Event(s), I hereby agree to accept any and all Risks associated with the Events with the knowledge of the dangers and risks involved. I, of and for myself and minor child, and my heirs, assigns, and agents, hereby release LBYC from any and all disputes, actions, claims, demands, liabilities, judgments, and attorneys' fees, which are related to or arise directly or indirectly from the activities associated with the Event(s), ***including, without limitation, those due to the negligence, fault or other act or omission of LBYC.***

E. CREW PARTICIPATION. Each and every captain, crewmember and parent who participates in an Event in any manner whatsoever shall execute a copy of this Agreement.

F. MEDIA WAIVER. Each and every captain, crewmember and parent hereby grants, at no cost, LBYC and any official sponsors of the Event(s), the absolute, perpetual and irrevocable right and permission to use their name, voice, image, likeness, biographical material as well as representations of the boats in any media worldwide (being television, print and internet media), including video footage, for the sole purposes of advertising, promoting, reporting and disseminating information regarding the Event(s) and the participants in the Event(s).

G. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE: This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

I *(as the participant or as the Parent/Legal Guardian of the minor identified below)* **HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE, AND WAIVER FROM LIABILITY.**

_____	_____	_____
Participant Name	Signature	Date
_____	_____	_____
Parent / Guardian Name	Signature	Date

R*equired if participant is under the age of 18*