

2013 STAFF COMMODORES' CUP ENTRY FORM

Check for: SPINNAKER DIVISION _____ NON-SPINNAKER DIVISION _____

Skipper's Name Boat Class Sail # PHRF Rating

Boat Name: _____ S/C On Board: _____

Youngest Crew Member, under age of 18 _____ Age _____

Number of members of the same family on board: _____ Family Name: _____

LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

In consideration of the acceptance by The San Francisco Yacht Club of my entry in this regatta, I hereby agree as follows:

- Risks:** I understand and agree that sailing and yacht racing involve risks of injury, death and property damage from a variety of situations and causes that can change at any time without notice, including but not limited to water, wind and weather conditions, tides, currents, waves, immersion and drowning, equipment failure, interactions with other competitors and/or of vessels not involved in the regatta, as well as with aquatic life, rocks, docks, pilings and buoys and other potential hazards. I have freely and knowingly chosen to participate in this regatta despite these risks.
- Racing Rules:** I have read and familiarized myself with the Racing Rules of Sailing, as modified by the Notice of Race and Sailing Instructions ("Racing Rules"), and I agree to be bound by them and by any decision of the Protest Committee.
- Decision to Race:** I understand and agree that the responsibility for a boat's decision to participate in a race or to continue racing is hers alone, and at the sole risk of the boat, her skipper and crew (see Racing Rule 4).
- Release of Liability:** To the fullest extent permitted by law, I agree to release The San Francisco Yacht Club and all other sponsor and host organizations, race committees, protest committees, judges, referees, arbitrators, officials, class associations and all other persons involved in organizing, operating, managing, promoting or sponsoring this regatta and related activities, and all of their officers, directors, agents, employees and members ("Organizing Authorities"), from any and all legal liability or responsibility for personal injury, death or property damage arising from or related to this regatta and any related activities, and I waive any right I might otherwise have to sue the Organizing Authorities for negligence and any other cause for which liability may be released under California law.
- Assumption of Risk:** To the fullest extent permitted by law, I agree to assume all risk of injury, death and property damage that may arise from participating in this event as respects the Organizing Authorities.
- Liability of Competitors for Damages:** This liability release and assumption of risk agreement is not intended to release liabilities, assume risks or otherwise modify the obligations of competitors under the Racing Rules. The responsibility of a competitor for damages arising from any violation of the Racing Rules shall be based on fault as determined by the Racing Rules, and shall not be governed by the legal doctrine of "assumption of risk." Any decision of the Protest Committee as to fault shall be final and binding, but the Protest Committee will not adjudicate damages (see Racing Rule 68). This agreement is not intended to alter any agreements or obligations between vessel charterers and owners.
- Safety:** Skipper/owner represents that he/she has taken all reasonable steps to ensure that skipper, crew and boat are adequately prepared for all possible contingencies, including appropriate safety equipment and procedures as may be required by law, by the Racing Rules, class rules or that a prudent seaman would consider advisable.
- Photos and Publicity:** I hereby grant to The San Francisco Yacht Club and its representatives and assigns an irrevocable and unrestricted right to use and publish race results and images of me and of my boat taken during or in connection with the event, and I agree that The San Francisco Yacht Club owns all rights to them, and the Club and its representatives and assigns may use them for any purpose and in any form, in perpetuity, and without compensation.
- Final Agreement:** This document constitutes the **final and entire agreement** regarding my participation in this event and related activities; it is binding upon the heirs, successors and assigns of all parties, and it supersedes any and all other documents or oral statements. If any part of this agreement is found to be invalid or unenforceable, the remainder shall be given full force and effect. This document shall be governed in all respects by the laws of the State of California, irrespective of any conflicts of laws, and is intended to provide for a broad and inclusive **assumption of all risk and release of all liability to the greatest extent permitted by law**, but it is not intended to assert any claims or defenses that are prohibited by law or by the Racing Rules.

10. READ CAREFULLY BEFORE SIGNING – THIS IS A LEGALLY BINDING CONTRACT

Name: _____ Date _____

Signature: _____

Participant is signing individually and on behalf of all owners of the boat