



2019 + REGATTAS

Participant Assumption of Risk and Liability Release

Name of Participant: _____ Date of Birth: _____

Participant Address: _____

In consideration of being permitted to participate in the Helly Hansen NOOD Regatta San Diego (the "Event"), the above-named participant (or, if the participant is a minor child, the below-named Parent/Guardian), agrees as follows:

1. Rules. You acknowledge that you have been furnished with a copy of the rules and regulations for the Event and the premises where the Event is being held, if applicable, are familiar with same, and agree to be governed thereby.

2. Participation. You are not required to participate in the Event. If you elect to participate, your participation shall be subject to the terms of this agreement. If you do not accept the terms of this agreement, you may not participate and you are entitled to a refund of any and all entry fees you have paid in connection with the Event.

3. Waiver and Release. In consideration of being allowed to participate in any way in the Event, whether as a participant or an observer, you hereby, for yourself, your heirs, successors and assigns: (1) agree that prior to participating, and throughout your participation or presence, you will inspect the facilities and equipment to be used, including your own equipment, and if you believe anything is unsafe, you will immediately advise a tournament representative, official, or employee of the unsafe condition(s) or equipment and refuse to participate; (2) acknowledge and fully understand that each participant will be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from your own action, inaction or negligence, but also from the action, inaction or negligence of others, the rules of play, or the condition of the premises or of any equipment used; (3) acknowledge that there may be other risks not known to the Event sponsors and organizers, Bonnier Corporation, Sailing World magazine, the owners of the premises where the Event is conducted, and the suppliers of the equipment used in the Event (all of the foregoing collectively the "Organizers"), or not reasonably foreseeable at this time; (4) assume all the foregoing risks and accept personal responsibility for all damages in the event of loss, injury, permanent disability or death; (5) release, waive, discharge, covenant not to sue and agree to indemnify, hold harmless and defend the Organizers, their affiliated companies or other affiliated organizations, their respective administrators, directors, agents, officers, coaches, and employees, other participants, sponsoring agencies, sponsors, advertisers, national/international governing bodies, tournament officials, the owners and lessees of premises used to conduct the Event, and rescue or medical personnel, (all of the foregoing collectively the "Releasees") from any and all liability to you, your heirs, successors and assigns for any and all claims, demands, losses or damages including, but not limited to, injury to person, death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise; (6) authorize the Organizers to seek on your behalf all reasonable medical and surgical care that might be necessary if you are unable to authorize such care yourself as a result of injury; (7) confirm that You are medically and psychologically fit to participate; and (8) agree that the Organizers have the right to control or prohibit advertising material used, worn, or displayed by you at the site during the Event. You agree that the Organizers reserve the right to disqualify you and to refuse to allow you to compete in the Event for any reason the Organizers deem just and proper, and in such event, you will be entitled to the return of your entry fee and no further compensation or remedy. This waiver and release shall survive any termination of this agreement.

4. Talent and Publicity Release. You hereby grant Bonnier Corporation, Sailing World magazine, and their respective parents, affiliates, subsidiaries, licensees, successors and assignees the worldwide, irrevocable right in perpetuity to use your name (or fictional name), image, voice and statements (the "Likeness") in all forms, media and manners, without any restriction as to changes or alterations (including but not limited to composite or distorted representations or derivative works made in any medium) for advertising, trade, promotion, exhibit, or any other lawful purposes in connection with any recordings of the Event. You hereby waive any right to inspect or approve any and all finished products incorporating your Likeness including written copy that may be created and appear in finished products in connection with the Event. You agree that Bonnier Corporation or the photographer owns the copyright in the photographs or motion pictures containing your Likeness and you hereby waive any claims you may have based on any usage of your Likeness in connection with the Event, including but not limited to claims for either invasion of privacy or libel. You agree that this release shall be interpreted as broadly as possible.

5. Laws; Entire Agreement. This agreement has been executed pursuant to and shall be construed in accordance with the laws of the State of Florida.

6. READ BEFORE ASSENT. You acknowledge and represent that you have read this agreement, understand it, and indicate your assent to these terms. By agreeing to these terms, you waive substantial rights, and agree that you have relinquished these rights voluntarily and without inducement, assurance, or any guarantee. You further agree and acknowledge that you intend your assent to be a complete, continuing, irrevocable and unconditional release of all liability to the greatest extent permitted by law. You represent and warrant that you are legally authorized to assent to this agreement and that you are over eighteen (18) years of age.

Participant Signature: _____ Date Signed: _____

Witness Signature: _____ Printed Name: _____

If the Participant is under 18, Parent/Guardian must read and acknowledge the language on the back of this form. By signing below, Parent/Guardian (i) agrees to the above terms and release on behalf of the minor Participant; and (ii) represents and warrants that he or she is legally authorized and competent to agree to this release on behalf of the minor Participant.

Parent/Guardian Signature: _____ Printed Name: _____

NOTICE TO MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM, AND THE REVERSE, COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE RELEASEES (AS DEFINED BELOW) USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE ORGANIZERS HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

THE "RELEASEES" UNDER THIS AGREEMENT ARE THE EVENT SPONSORS, BONNIER CORPORATION, SAILING WORLD MAGAZINE, THEIR AFFILIATED CLUBS, COMPANIES, AND ORGANIZATIONS, THEIR RESPECTIVE ADMINISTRATORS, DIRECTORS, AGENTS, OFFICERS, COACHES, AND EMPLOYEES, OTHER PARTICIPANTS, SPONSORING AGENCIES, SPONSORS, ADVERTISERS, THE NATIONAL/INTERNATIONAL GOVERNING BODIES OF EACH PARTICIPATING DIVISION, THE TOURNAMENT OFFICIALS AND, IF APPLICABLE, THE OWNERS AND LESSEES OF PREMISES USED TO CONDUCT THE EVENT.

BY SIGNING BELOW, YOU INDICATE THAT YOU HAVE READ AND UNDERSTAND THE FOREGOING, AND THAT YOUR SIGNATURE ON THE REVERSE IS VOLUNTARY.

Minor Participant Name: _____ Date of Birth: _____

Parent/Guardian Signature: _____ Date Signed: _____

Parent/Guardian Printed Name: _____ Relationship to Minor: _____

Parent/Guardian Address: _____

Parent/Guardian Telephone Number: _____