

Skipper Waiver & Release of Liability
2003 J/24 District One Championship
August 2-3, 2003

Yacht Name _____ **Sail #** _____

The undersigned intends to participate in sailing races and other related events sponsored or supported by Fleet 95 / Scituate PHRF (the "Organizing Authority"), participating clubs and any other subsequent sponsors. For good and valuable consideration, including being permitted to participate in the J/24 District One Championship, the undersigned for myself, successors, heirs and assigns hereby waives, releases and discharges any claims, causes of action or any type of demand whatsoever against participating clubs, their respective officers, directors, agents, volunteers, or employees, that the undersigned may have or in the future may have against the Organizing Authority, participating clubs, their respective officers, directors, agents, volunteers, or employees, for any bodily injury or death suffered by the undersigned or for any damage to any boat or other property arising out of my involvement in the J/24 District One Championship or training therefor, and any other related activities sponsored by the Organizing Authority, participating clubs, in connection with the conduct and organization of the J/24 District One Championship. I am in good health and have no physical condition that would prevent me from participating in this event.

The undersigned acknowledges that participation in the sport of sailing or in this regatta involves substantial risk of personal injury or even death, and the undersigned hereby assumes the risk of any such injury to his or her body arising while practicing for or participating in said J/24 District One Championship, and forever gives up and relinquishes any claim for liability against the Organizing Authority, participating clubs, their respective officers, directors, agents, volunteers, or employees, that I may have by reason of participating in the above event.

This release is also being executed by me in accordance with the following paragraphs:

A) No person serving without compensation as a volunteer, director, officer or trustee of a non-profit corporation, including a corporation qualified as a tax-exempt corporation under 501(c) of the United States Internal Revenue Code [26 U.S.C. 501(c)], or of an unincorporated nonprofit organization or an unincorporated public charity institution qualified as a tax-exempt organization under 601(c) of the United States Internal Revenue Code, shall be liable to any person based solely on his or her conduct in the execution of such office or duty unless the conduct of such director, officer, trustee, volunteer with respect to the person asserting such liability constituted malicious, willful or wanton misconduct. As used in this section, "compensation" does not include a per diem or per meeting allowance, health insurance benefits or reimbursement for out of pocket costs and expenses incurred in such service. Nothing herein shall be construed to exempt a volunteer from liability based upon his or her ownership and/or operation of a motor vehicle.

B) Officers, directors, agents, servants, volunteers and employees of the Organizing Authority shall not be liable for bodily injury to any person incurred while such person is practicing for, or participating in, any contest or exhibition of an athletic or sports nature sponsored by the Organizing Authority; provided such person has, or in the case of a minor, a parent or guardian of such minor has, signed a written waiver of liability of the Organizing Authority and acknowledgment of assumption of risk with respect to such practicing for, or participation in, any contest or exhibition of an athletic or sports nature sponsored by the corporation.

The undersigned, as consideration for the Organizing Authority's permission for me to participate in this regatta, hereby agrees to indemnify and hold harmless the Organizing Authority for any damage which the undersigned, his or her boat, or his or her crew may cause to any participating clubs' property or property of the Organizing Authority, whether owned outright by the participating clubs or the Organizing Authority, or leased or borrowed for purposes of this event.

In consideration of this entry being accepted, I hereby for myself, heirs, executors, administrators, waive and release any and all right and claim for damages I may have against The Town of Scituate, Glancy Rigging, their agents, representatives, successors, assigns for any and all injuries suffered by me at said event or while traveling to or returning there from save those proximately caused by the willful tortuous acts of the town or Glancy Rigging, its agents, servants and its employees. I agree to permit the full use of my name and picture in any broadcast, telecast and other accounts of this event.

This document may have serious consequences in the event of any injury to the undersigned, and one should feel free to consult a lawyer concerning its implications before signing. I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE.

SIGNATURE _____

PRINT NAME _____ DATE _____

(CREW WAIVER ON OPPOSITE SIDE)