

SINGLEHANDED SAILING SOCIETY
2004 Singlehanded TransPacific Yacht Race
Waiver, Release and Indemnification

IN CONSIDERATION OF THE ACCEPTANCE OF MY ENTRY TO THE 2004 SINGLEHANDED TRANSPACIFIC YACHT RACE CONDUCTED BY THE SINGLEHANDED SAILING SOCIETY I HERBY AGREE AS FOLLOWS:

1. I certify that I am over the age of 18. I agree to comply with all rules and regulations and the race instructions of the Race Committee, the race sponsors, the Singlehanded Sailing Society, the International and Inland Rules of the Road, and other rules under which the race is sailed.

2. I for myself, my executors, administrators, heirs, next of kin, successors and assigns:

A. Waive and release any and all claims that I may have against the race sponsors or the Singlehanded Sailing Society, their officers, directors, members, volunteer committee persons, employees, and agents, or any one or more of them or their executors, administrators, heirs, next of kin, successors, or assigns (the Releasees), including any and all claims for damage caused by the negligence of any of them, arising out of my participating or that of my yacht in the race and its related activities, including pre-start and post-finish operations, together with any costs, including attorneys' fees that may be incurred as a result of any such claim whether valid or not, and

B. Indemnify and hold harmless the Releasees and each of them against any such claim that I or the officers or members of my crew or my guests or any one or more of them or my or their executors, administrators, heirs, next of kin, successors, or assigns may have or assert and against any cost including attorneys' fees with respect thereto.

3. I acknowledge that I have sole responsibility for the safety of my yacht and crew.

4. I acknowledge that after arrival at the finish line of the race, my yacht may, at my request if such service is available, be led by or be taken in tow by a boat operated for the convenience of race participants by volunteer committee persons of the race sponsors or the Singlehanded Sailing Society, and be led or towed to its mooring, or at my request, may take such a committee person aboard (who shall become a member of my crew) to assist in entering the Harbor and mooring, all without charge or expense to me; in consideration of the rendering of any such service to me and without limiting the generality of the waiver, release, and indemnity above, I hereby agree that should my yacht be damaged in any manner or to any extent by reason of such leading, towing, or other assistance, neither the boat, the owner thereof, the Releasees, nor any of them shall have any liability or responsibility whatsoever to me by reason of or as a result of such damage (including damage caused by the negligence of any of them), and I hereby waive, and agree not to assert any claim therefore.

5. I hereby agree that my yacht will be outfitted and equipped in accordance with the conditions for the 2004 Singlehanded TransPacific Yacht Race, and I further recognize and agree to thoroughly familiarize myself with and be bound by and obey all the "Rules and Regulations" of the Race Committee governing the race.

I HAVE READ AND EXECUTED THIS WAIVER, RELEASE, AND INDEMNIFICATION FORM WHICH I AM RETURNING TO THE RACE COMMITTEE.

Skipper's Name _____

Yacht Name _____

Skipper's Signature _____

Date _____