

**2011 RELEASE AND WAIVER OF LIABILITY AND COVENANT NOT TO SUE**

In consideration of being permitted to participate in any and all 2011 sailboat racing events organized by the Fleet and Regatta Committee and/or the Race Committee (the "Events"), hosted by the Milwaukee Yacht Club, Inc. (the "MYC"), and in consideration of the substantial volunteer effort made by volunteers with respect to the Event, I hereby:

1. WAIVE AND RELEASE ANY AND ALL CLAIMS, INCLUDING CLAIMS FOR NEGLIGENCE OR EQUIVALENT CONDUCT (BUT NOT INTENTIONAL CONDUCT), WHICH I MAY HAVE AGAINST MYC, AND THEIR RESPECTIVE MEMBERS, TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, MEASURERS, JUDGES, INDEPENDENT CONTRACTORS, SPONSORS, DESIGNEES, SUCCESSORS, ASSIGNS, INSURERS AND AFFILIATES (HEREINAFTER COLLECTIVELY "RELEASEES") RESULTING FROM MY PARTICIPATING IN THE EVENT AND ALL ACTIVITIES RELATED TO THE EVENT. I understand that such negligence could include but is not limited to a failure to use reasonable care in deciding whether or not to start or continue a race and any other decisions arising out of race management; operating power boats, cranes, or other equipment; maintaining launch ramps, cranes, piers, docks, marks, buoys, and other property; in training or supervising employees or volunteers; in providing instructions or services; or in providing any first aid or emergency medical treatment.

2. AGREE NOT TO SUE ANY OF THE RELEASEES FOR ANY DAMAGES, COSTS, LOSSES, EXPENSES, DEMANDS, CLAIMS OR CAUSES OF ACTION ARISING OUT OF THE EVENT.

3. acknowledge that serious accidents may occur during the Event and that I may sustain death, disability, serious personal injury, and/or property damage, and acknowledge my responsibilities in participating in the Event, for my decisions to start or continue to race in the Event and to ensure that my boat, equipment and crew are seaworthy for the conditions which may be encountered during my participation.

4. agree that this Release and Waiver of Liability is intended to be as broad and inclusive as permitted by the laws of the State of Wisconsin and that in the event that any provision is held to be prohibited or invalid, the remainder of this Release and Waiver of Liability shall continue in full legal force and effect, and that this Release and Waiver of Liability supersedes all prior negotiations, representations or agreements between myself and any one or more of the Releasees.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT, UNDERSTAND ITS TERMS, HAVE HAD THE OPPORTUNITY TO REVIEW, DISCUSS AND NEGOTIATE ITS TERMS AND CONDITIONS AND UNDERSTAND THAT BY SIGNING, I AM GIVING UP SUBSTANTIAL RIGHTS.

**I agree to be bound by *The Racing Rules of Sailing* and by all other rules that govern this series.**

**I have read the foregoing entry, including its release provisions, And I hereby accept its terms and conditions.**

(If Participant is under 18, both parents must sign)

\_\_\_\_\_  
Owner/Participant (Signature)

\_\_\_\_\_  
Parent/Legal Guardian (Signature)

\_\_\_\_\_  
Owner/Participant (Printed Name)

\_\_\_\_\_  
Parent/Legal Guardian (Printed Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Legal Guardian (Signature)

\_\_\_\_\_  
Parent/Legal Guardian (Printed Name)

\_\_\_\_\_  
Date

