

### MARINE EVENT LIABILITY FORM



EVENT: U.S. Offshore Championship DATE OF EVENT: October 25 – 28, 2007

In consideration of my participation in recreational sailing and/or racing aboard a Naval Academy marine craft, I, the undersigned, intending to be legally bound hereby waive for myself, parents, guardians, heirs, executors, assigns and administrators any and all rights and claims for damages, demands, and other actions whatsoever, including that which I may have against any of the following entities: the U.S. Naval Academy, Annapolis, Maryland; the Department of the Navy; the Department of Defense; the United States Government; all U.S. Naval Academy military and civilian personnel; plus, United States Sailing Association, all participating supporters and their entities; all individuals associated with planning or conducting marine events; any medical support personnel provided; and these entities' representatives, successors and assigns, arising out of my participation in this event, including any and all injuries or illnesses suffered by me as a result of my participation in this event or use of any U.S. Naval Academy or government facilities, equipment or sailing vessel in conjunction with my participation. I further verify that I have full knowledge of the risks involved in participation in events of this nature where marine craft are used. By participating in this event, I hereby permit the above mentioned entities to utilize my name, likeness and scores for any purpose whatsoever.

I also understand that I am responsible for the cleanliness of any marine craft that I may have been assigned, and for my conduct. I am further aware that no alcoholic beverages of any type are allowed aboard any Navy marine craft, and that any misuse of equipment or its facilities will result in revocation of my privileges to participate in this or any future marine event at the U.S. Naval Academy.

Additionally, I understand that it is in my best interest to wear a certified Type III U.S. Coast Guard approved Personal Flotation Device, and that if I cannot swim or I am recreational sailing in a knockabout, wearing a certified Type III U.S. Coast Guard approved Personal Flotation Device (PFD) is required at all times while involved with this event, including pier side.

Additionally, I fully accept financial responsibility for any damages incurred while operating Sail Training Craft due to my negligence or improper action(s).

If under age 18: I, the undersigned parent or lawful guardian of the below named person, do hereby grant my permission and consent for my child to participate in the above described event. I have read and agree to be bound by the terms of the above mentioned provisions. I understand that my child must be at least 8 years of age and must have a certified Type III U.S. Coast Guard approved Personal Flotation Device on the day of the sailing event which must be worn at all times while involved with this event, including pier side. Furthermore, I understand that no more than four children will be permitted on a boat at one time unless supervised by members of a Naval Academy sailing team or Robert Crown Center staff.

| Name | Signature (or parental signature if under 18 | 8) Date |
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#### **DEPICTION RELEASE**



The signed consent form MUST be on file in order to complete registration. One must be on file for each sailor.

In consideration for my participation in the U.S. Offshore Championship event ("the "Regatta"), sponsored by US SAILING and Rolex Watch U.S.A. Inc. (collectively the "Sponsors") and hosted by Naval Academy Sailing Squadron (the "Host") on October 25-28, 2007, the undersigned participant ("Participant") and if such Participant is a minor, the Participant's parent or legal guardian by countersigning below ("Parent/ Guardian"), hereby grant to the Sponsors and the Host, perpetually and irrevocably, the unconditional and exclusive right, title and interest throughout the world to use, simulate and portray Participant's name, likeness, voice, personality, personal identification, and personal experiences, incidents, situations and events, whether visual and/or audio, including without limitation photographs, videotape, film and other recordings, electronic or optical-based media, or any other form or medium whatsoever, whether now or hereafter existing, and of every kind and character (collectively "The Images"), which may be taken or taken of Participant while participating in any aspect of the Regatta. Participant and Parent/Guardian understand and agree that one or more of the Sponsors and/or Host will be the owner(s) of any and all right, title and interest in and to the Images, in any derivative works, and in any merchandising, advertising, promotional and publicity rights and materials related thereto in all media of every nature whatsoever, whether now known or hereafter devised. Participant reserves no rights with respect to such uses. Participant and Parent/Guardian acknowledge the Sponsors' and the Host's right, title and interest in and advertisement, promotion, distribution and sale of products or events directly or indirectly related to the Regatta and/or yacht racing. Participant and Parent/Guardian agree that the Sponsors and the Host shall have unlimited right to vary, change, alter, modify, add to, and delete from any depictions of Participant in the Images and to rearrange and/or transpose such depictions as each may determine. Participant and Parent/ Guardian hereby waive any right to inspect, review or approve the Images and their use by the Sponsors and the Host and acknowledge that they are to receive no payment with respect to any matter referred to herein and that any and all of the rights granted herein are freely assignable by Sponsors and/or Host.

PARTICIPANT AND PARENT/GUARDIAN, ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES AND NEXT OF KIN (COLLECTIVELY, "RELEASERS"), HEREBY FOREVER WAIVE, RELEASE AND DISCHARGE EACH OF THE SPONSORS, THE HOST AND THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, OWNERS, MEMBERS, MANAGERS. EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, SUCCESSORS, ASSIGNS AND REPRESENTATIVES (EACH A "RELEASED PARTY") FROM ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION THAT RELEASORS MIGHT NOW OR HEREAFTER HAVE FOR LIBEL, DEFAMATION, INVASION OF PRIVACY, RIGHT OF PUBLICITY, INFRINGEMENT OF COPYRIGHT OR TRADEMARK, OR VIOLATION OF ANY OTHER RIGHT ARISING OUT OF OR RELATING TO ANY UTILIZATION OF THE RIGHTS GRANTED UNDER THIS DEPICTION RELEASE.

| PARTICIPANT (Signature):   |  |
|--|--|
| NAME (print)   | DATE   |
| in such capacity and agrees to waive and hold hareferred to above from all liability, loss, cost, clai | DER 18 YEARS OF AGE) guardian does hereby represent that he/she is, in fact, acting armless and indemnify each and all of the Released Parties im or damage whatsoever which may be imposed upon said the capacity to so act and release said Party (ies) on behalf of |
| PARENT OR GUARDIAN (Signature):  |  |
| PARENT/GUARDIAN NAME (Printed):  | DATE   |





### RELEASE OF LIABILITY

The signed form MUST be on file in order to complete registration. One must be on file for each sailor.

In consideration of the undersigned's participation in the U.S Offshore Championship Regatta ("the Regatta") sponsored by US SAILING, Rolex Watch, U.S.A Inc., (collectively, the "Sponsors") and hosted by Naval Academy Sailing Squadron (the "Host") on October 25-28, 2007 the undersigned participant ("Participant"), and if such Participant is a minor, the Participant's parent or legal guardian by countersigning below, on behalf of themselves and their respective heirs, executors, administrators, personal representatives and next of kin (collectively with Participant, "Releasors"), hereby forever waive, release and discharge each of the Sponsors, the Host and their respective parents, subsidiaries, affiliates, owners, members, managers, employees, officers, directors, agents, representatives, successors and assigns (each a "Released Party") from any and all claims, demands, damages, judgments, executions, rights of action or causes of action, present or future, whether the same be known, anticipated or unanticipated, which a Releasor may have, or claim to have, against any Released Party resulting from death, personal injury, property damage or other loss Releasor may sustain as a result of participating in the Regatta or other activities related thereto.

THIS RELEASE IS INTENDED TO DISCHARGE EACH RELEASED PARTY FROM ANY AND ALL LIABILITY ARISING OUT OF OR CONNECTED IN ANY WAY WITH RELEASOR'S PARTICIPATION IN THE REGATTA EVEN IF THAT LIABILITY ARISES OUT OF NEGLIGENCE OR CARELESSNESS ON THE PART OF ANY RELEASED PARTY.

Releasors hereby acknowledge that serious accidents occasionally occur during sailing activities and that mortal or serious personal injuries and/or property damage or other loss may result from participation in the Regatta. Releasors knowingly assume all risks of participation in the Regatta, including all risk of personal injury and loss of or damage to the Releasors or their property, including further injury sustained as the result of the efforts of third parties who come to the aid of Releasor(s) if injured as a result of participation in the Regatta, and release all other persons and entities mentioned above who might otherwise be liable to Releasors. Releasors agree to abide by all rules of the Sponsors and the Host in connection with participation in the Regatta and understand that the failure to observe and obey such rules may result in instant revocation of Releaor's(s') right to participate in the Regatta.

| Print Name:   |                                  |
|---|----------------------------------|
| PARENT OR GUARDIANS FOR MINORS (UNDER 18 YEARS OF AGE) The undersigned parent and/or natural or legal guardian does hereby represent that he acting in such capacity and agrees to release each and all of the Released Parties referred all liability, loss, cost, claim or damage whatsoever which may be imposed upon said Pa of any defect in or lack of such capacity to so act and release said Party(ies) on behalf of specified herein. | d to above from rty(ies) because |
| Signature of Parent/Legal Guardian:   |                                  |
| Print Name:Date:  |                                  |



US SAILING PO Box 1260 Portsmouth, RI 02871 Bus: (401) 683-0800 Fax: (401) 683-0840

INSURANCE ID NUMBER

### MEDICAL CONSENT FORM

| For Sailors Under 18 only: Each participant must complete and sign a copy of this form. Please fill it out completely. Incomplete forms will not be accepted. <i>Mail this form postmarked no later than <u>October 15.</u>.</i>   |  |                   |  |  |  |
|--|--|-------------------|--|--|--|
| NAME OF PARTICIPANT:   |  |                   |  |  |  |
| NAME OF PARENT OR GUARDIAN   | (if applicable)  |                   |  |  |  |
| In the event of accident or injury to myself, my spouse or any child of mine (specifically including my child if named above as the "Participant") or in the event of illness of myself, my spouse or any child of mine while in, on or about the premises of the Naval Academy Sailing Squadron or while participating in any activity sponsored by or under the auspices of the Naval Academy Sailing Squadron under circumstances where I am physically unable to consent or am not present:  |  |                   |  |  |  |
| medical care, attention and trea   | I hereby voluntarily consent to the furnishing to myself, my spouse or any of my said children of such medical care, attention and treatment by any hospital, physician or physicians as such hospital, physician or physicians may deem necessary or advisable. |                   |  |  |  |
|  | I authorize the General Manager, Assistant General Manager or any officer or member of the Naval Academy Sailing Squadron to consent to such medical care, attention or treatment.   |                   |  |  |  |
| 3. I agree to pay all costs of such medical care, attention or treatment and to hold free and harmless of and from any and all liability for such cost the Naval Academy Sailing Squadron, the United States Sailing Association and the officers and members of each. I, the undersigned, do hereby authorize and consent to any x-ray examination, anesthetic, medical or surgical diagnosis or procedure rendered under the general or specific supervision of any member of the medical staff or of a dentist licensed by the State of Maryland or of any hospital holding a current operating certificate issued by the State Department of Health. It is understood that this authorization is given in advance of any specific diagnosis, treatment or hospital care being required but is given to provide authority and power to render care which the aforementioned physician in the exercise of his best judgment may deem advisable. It is understood that effort shall be made to contact the undersigned prior to rendering treatment to the patient, but that any of the above treatment will not be withheld if the undersigned cannot be reached. Signature: |  |                   |  |  |  |
| NAME   | RELATIONSHIP   | PHONE NUMBER      |  |  |  |
|  |  |                   |  |  |  |
| PHYSICIAN WHO CONDUCTED YOUR MOST RECENT PHYSICAL EXAMINATION:   |  |                   |  |  |  |
| NAME   | PHONE NUMBER   | DATE OF LAST EXAM |  |  |  |
|  |  |                   |  |  |  |

PLEASE FILL OUT THE REVERSE SIDE

HEALTH INSURANCE CARRIER



US SAILING PO Box 1260 Portsmouth, RI 02871 Bus: (401) 683-0800 Fax: (401) 683-0840

**MEDICAL AND EMERGENCY INFORMATION (For Sailors Under 18 only)** 

| Competitor's name:   |  |  |  |
|--|--|--|--|
| Address:   |  |  |  |
| City/State/Zip:  |  |  |  |
| Telephone(home)  | (home)(Emergency cell) Date of Birth:  |  |  |
| THE PARTICIPANT AND/OR THEIR PARENT(S) MU AS ACCURATELY AND COMPLETELY AS POSSIBLE Please check those that apply: (Provide necessary details below | Σ:                                     |  |  |
| CHRONIC AILMENTS:  | ALLERGIES:                             |  |  |
| ASTHMA, OR OTHER RESPIRATORY PROBLEMS  | MEDICATION (please list below)         |  |  |
| DIABETES OR HYPOGLYCEMIA   | LATEX                                  |  |  |
| HEMOPHILIA, OR OTHER BLEEDING PROBLEMS   | BEE STINGS/INSECT BITES                |  |  |
| CIRCULATORY OR HEART PROBLEMS  | IF YES, DO YOU CARRY AN EPIPEN?        |  |  |
| EPILEPSY/ SEIZURE  | FOODS                                  |  |  |
| OTHER  | OTHER                                  |  |  |
| DATE OF LAST TETANUS/ DIPTHERIA/ TOXOID SHOT:  CURRENT MEDICATIONS AND DOSAGE IF ANY:  DETAILS:  |  |  |  |
| PLEASE MAKE SURE YOU HAVE FILLED II If any of the above mentioned information please submit in writing all pertinent into                          | on changes before or during the event, |  |  |

Mail this form *no later than October 15*: Naval Academy Sailing Squadron Attn: Jahn Tihansky

Robert Crown Center 601 Browson Road, Annapolis, MD 21302



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# COMPETITOR'S AGREEMENT

## For Sailors Under 18 Only

| Competitor's Agreement: I accept U accepting this invitation, I agree to conto share in the responsibility for making respect that others are also taking this the efforts of the event hosts, and I will | mply with the restriction on drinking<br>ng the event run smoothly both on- ar<br>championship seriously, I will respec | and the use of illegand off-the-water. In our property that is no | l drugs. I also agree<br>particular, I will<br>t mine, I will respect |
|---|---|---|---|
|   |   | / /   | <i>g</i>  |
| Print competitor's name clearly   | Competitor's Signature  | date  |   |
| alcohol and illegal drugs during the Urestriction will immediately be removed responsible for the behavior of my/our him/her, and damage to Naval Academy   | d from the racing and where practical, child and liable for any damage to pro   | sent home. I/We un  | derstand that I/We are  |
| Parent's Name   | Parent's Signature  | date  |   |
|   | Mail this form <i>no later than October</i>   | -   |   |

Naval Academy Sailing Squadron
Attn: Jahn Tihansky
Robert Crown Center
601 Browson Road, Annapolis, MD 21302