

**WAIVER AND RELEASE AGREEMENT:** To the fullest extent permitted by law, I hereby waive any rights I may have to sue the Houston Yacht Club race organizers (organizing authority, race committee, sponsors of the HYC "Quantum Cup" Offshore Regatta, protest committee, and/or their respective members, officers, board of directors, board of trustees, and event volunteers, which are herein referred to as "Race Organizers") involved with the 2022 HYC "Quantum Cup" Offshore Regatta (the "Event") with respect to personal injury, property damage, COVID-19, or death suffered by myself or my crew as a result of our participation in this Event and hereby release the Race Organizers from any liability for such injury or damage sustained prior to, during, or after the regatta.

If sailing one design, I certify that the yacht conforms to the current Class Rules, and I authorize any member of the Race Committee to inspect the yacht at any time. I agree to be bound by The Racing Rules of Sailing and by all other rules that govern this Event.

For and in consideration of Houston Yacht Club (the "Organization") allowing me, the undersigned, to participate in any capacity in an Organization sanctioned, licensed or approved event or activity such as the 2022 HYC "Quantum Cup" Offshore Regatta or any other regatta in 2022 ("Other 2022 Events"); I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and make the following contractual representations pursuant to this Agreement (the "Agreement"):

A. **RULES AND REGULATIONS:** I hereby agree to abide by the rules, regulations, and policies of the Organization, including any and all COVID-19 related safety measures required by the Organization.

B. **ACKNOWLEDGMENT OF RISK:** I acknowledge that sailing is a potentially dangerous activity with inherent risk and that inherent in the sport of sailing is the risk of permanent, catastrophic injury or death by drowning, trauma, hypothermia or other causes. I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of sailing, and that participation in this Event and Other 2022 Events involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants or natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event organizers, Other 2022 Events organizers, and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks").

C. **ASSUMPTION OF RISK:** I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in the Event and Other 2022 Events, or the negligent acts or omissions of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in this Event and Other 2022 Events. I also agree to be responsible for any injury or damage caused by me or any agents under my direction and control at this Event and Other 2022 Events.

D. **RELEASE:** In consideration of my participation in this Event and Other 2022 Events, I hereby release from liability and waive any claims against the owner or Organizer of the Event and Other 2022 Events, its Race Organizers, licensees, competition managers, promoters, sponsors, advertisers, beneficiaries, venue providers, and supporting organizations, together with the officers, directors, employees, volunteers and contractors of them (the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs and reasonable attorney fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in this Event and Other 2022 Events, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.

E. **COMPLETE AGREEMENT AND SEVERABILITY CLAUSE:** This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

**I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE, AND WAIVER FROM LIABILITY.**

By signing below or registering in this Event and Other 2022 Events, I hereby accept and agree to the terms and conditions of this Agreement in connection with my participation in this Event and Other 2022 Events.

Participant Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_