

# Annapolis to Bermuda Ocean Race Waiver & Release

In consideration of, and as a condition to, being allowed to participate in the race, including any and all related events and activities (collectively, the "Event"), the registrant and their crew members (each a "Participant"), with full authority and understanding by each of them, acknowledges, appreciates, and agrees that:

1. Each Participant has read and understands this entire Waiver and Release and its implications, and the registrant has full authority to agree to this Waiver and Release on their own behalf and on behalf of each of their crew member Participants.
2. Participants understand and agree that a Participant's safety and the decision whether or not to participate in the Event and its various activities are solely each Participant's responsibility and not that of The Bermuda Ocean Race Association, Inc., Eastport Yacht Club (EYC), The Royal Hamilton Amateur Dinghy Club (TRHADC), any sponsors of the Event, or any of their officers, directors, officials, agents, employees and volunteers or any other affiliated organization, individual, or official (collectively as "Releasees"). Participants affirm that they have read RRS 3, Decision to Race and acknowledge and agree that they are participating in the Event entirely at their own risk.
3. Participants agree to abide by any and all rules, instructions, policies or procedures published with respect to the Event, including all Event rules.
4. Participants acknowledge the risk of serious injury from the activities involved in the Event are significant, including the potential for damage, injury, permanent disability and death.
5. Participants knowingly and freely assume all such risks, both known and unknown, and assume full responsibility for their participation. Participants affirm that they have taken all necessary steps to ensure that Participants and the entered boat are adequately prepared for all possible contingencies, including appropriate safety equipment as may be required by law or that a prudent seaman would consider advisable.
6. Participants, for themselves and their heirs, executors, administrators, successors, assigns and next of kin, HEREBY WAIVE, RELEASE AND DISCHARGE EACH OF THE RELEASEES WITH RESPECT TO ANY AND ALL CLAIMS, ACTIONS, CAUSE OF ACTION, SUITS, DAMAGE, LOSS, INJURY, DISABILITY, OR DEATH, TO PERSON OR PROPERTY, direct, indirect, or in a representative capacity, resulting from or arising out of their participation in the Event, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law. Participants agree to defend, hold harmless, and make Releasees whole from any claims, losses, damages, attorneys' fees, or liabilities, including associated costs and expenses, arising from Participants' acts, omissions, or negligence, whether brought by a Participants, their representatives, or any third party. Participants agree to cover any all such amounts incurred by the Released Parties in connection with any such claims.
7. Participants grant, at no cost, The Bermuda Ocean Race Association, Inc., EYC, TRHADC, and any and all sponsors of the Event the absolute right and permission to use their name, voice, image, likeness, biographical material and images or representations of any of my property (including, without limitation, boats) in any media worldwide (including, without limitation, television, print and internet media) for the purposes of advertising and promotions, as well as reporting and disseminating information regarding the Event and its Participants. The foregoing right and permission includes, without limitation, still images and video footage which may be created before, during or after the Event.