

## RESPONSIBILITY FOR SAFETY, WAIVER & RELEASE

By participating in this event and any related activity sponsored, undertaken, administered, managed, or allowed to be conducted by Lake Sunapee Yacht Club, the owner, helmsman and each crew member agree, understand and accept, for themselves and their respective successors, assigns, representatives, administrators, executors, agents, heirs or any person acting or purporting to act on their behalf (“Releasers”) that sailing is an inherently dangerous and unpredictable activity due to multiple factors that cannot be anticipated or predicted with certainty, including but not limited to weather, equipment failure or malfunction, and the actions of others on or off the water, injury, sickness and disease (including communicable diseases such as Covid-19). Releasers also agree, understand and accept that sailing presents inherent risks of serious bodily injury (including permanent disability, paralysis, and death, whether by drowning or otherwise, sickness and disease (including communicable diseases), property damage and other economic loss.

Accordingly, and in consideration for being permitted to enter into and participate in this or any other sailing event sponsored, undertaken, administered, managed or allowed to be conducted by Lake Sunapee Yacht Club, Releasers forever release and waive, to the fullest extent allowed by law, any and all claims, actions, accounts, causes of action and choses in action, whether in law, equity or admiralty, that Releasers now have, may have had or may come to have, against Lake Sunapee Yacht Club, including its officers, directors, trustees, members, employees, agents, volunteers, staff, committees, and anyone acting on its behalf (“Releasees”), for anything arising out of or relating to Releasers’ participation in such sailing events (including contracting communicable diseases such as Covid-19). Notwithstanding anything to the contrary, and without in any way limiting or lessening the effect or breadth of the foregoing release and waiver, and solely for the avoidance of doubt and clarification, Releasers agree, acknowledge and understand that this release and waiver applies to any and all claims of any kind at all against Releasees arising out of or relating to injuries, deaths, sickness and disease (including communicable diseases such as Covid-19), damage to vessels or damage to personal property sustained during or as a result of any and all sailing events sponsored, undertaken, administered, managed or allowed to be conducted by Lake Sunapee Yacht Club.

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Agreed - Competitor

Date