

Crew Member - Accident Waiver and Release of Liability

As a condition of, and in consideration of Corinthian Yacht Club of Portland ("CYC") accepting my participation in the 2017 Oregon Offshore International Yacht Race: I, _____, HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN THIS RACE, including but not limited to, any risks that may arise from negligence or carelessness on the part of my skipper, CYC, its officers, directors, members, employees, volunteers, and agents; because of their possible liability without fault; or from dangerous or defective equipment or property owned, maintained, or controlled by them. I certify that I am physically fit, have sufficiently prepared or trained for participation in the race, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this race.

I acknowledge that this race may involve the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by temperature; weather; limited food and water; commercial traffic; condition of equipment; actions of other people; and a potential delay in medical treatment or rescue caused by geographic location. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, or illness during this race.

Being fully knowledgeable of the risks of sailing as a competitive sport, I agree to release any and all claims, demands, cause of action and judgments against CYC, its officers, directors, members, employees, volunteers, and agents, and any one or more of them, their successors, executors, administrators, heirs and assigns related in any way to my participation in the Oregon Offshore race and all related activities, advanced by any party or entity, together with any costs including reasonable attorney's fees that may be incurred as a result of any such claims. I acknowledge that CYC, its officers, directors, members, employees, volunteers, and agents are NOT responsible to me for errors, omissions, acts, or failures to act of any party or entity, including skippers or crew members participating in the race.

I, on behalf of myself and each of my executors, administrators, heirs, and assigns, waive any and all claims, demands, cause of action and judgments that we each may have against CYC, its officers, directors, members, employees, volunteers, and agents, and any one or more of them, their successors, executors, administrators, heirs and assigns arising out of my participation in this race and all related activities, including but not limited to, liability arising from the negligence or fault of the parties listed above, together with any costs including reasonable attorney's fees that may be incurred as a result of any such claims.

By my signature I agree to accept and abide by the regulations and the sailing instructions of the race, including but not limited to the Racing Rules of Sailing 2017-2020, International Regulations for Preventing Collisions at Sea (COLREGS), Safety Equipment Requirements (SERs), and other requirements listed in the Notice of Race, Sailing Instructions, and Supplemental Sailing Instructions. I further understand that during this race or related activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by CYC.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND WAIVER AND A CONTRACT, AND I SIGN IT OF MY OWN FREE WILL. The Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

Date: _____
Crew Member's Signature (Person participating in the race)

Name of Sailing Vessel

PARENT / GUARDIAN WAIVER FOR MINORS (Under 18 years old)

The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the 2017 Oregon Offshore International Yacht Race, and has agreed individually and on behalf of the child or ward, to the terms of the Accident Waiver and Release of Liability set forth above. On behalf of the minor and the undersigned parents or legal guardian, the parent or guardian further agrees to release and waive any and all claims, demands, cause of action and judgments against CYC, its officers, directors, members, employees, volunteers, and agents, and any one or more of them, their successors, executors, administrators, heirs and assigns against CYC related in any way to my child or ward's participation in the Oregon Offshore race and all related activities, together with any costs including reasonable attorney's fees that may be incurred as a result of any such claims on behalf of the minor and the parents or legal guardian.

Parent or Guardian's Signature (If Crew Member is a minor.)

Date: