

## Regatta Waiver Form Agreement

### Agreement Terms and Conditions:

By signing this Registration Form and Agreement I hereby agree to the following terms and conditions:

A. WORLD SAILING RACING RULES OF SAILING 2021-2024 apply and form part of this Regatta Registration Form and Agreement. The Racing Rules of Sailing 2021-2024 are located at ([https://www.sailing.org/tools/documents/WSRRS20212024FinalwithChgsandCorrecns201113-\[27417\].pdf](https://www.sailing.org/tools/documents/WSRRS20212024FinalwithChgsandCorrecns201113-[27417].pdf)).

Fundamental rule #3 states "The responsibility for a boat's decision to participate in a race or to continue racing is hers alone."

B. NOTICE OF RACE and SAILING INSTRUCTIONS apply and form part of this Regatta Registration Form and Agreement. The Notice of Race and the Sailing Instructions are posted at: <https://www.nevisaquaticandsailingcenter.com/>. Section 26 of the Sailing Instructions elaborates some of the key risks of participating in this regatta.

### C. RELEASE/LIABILITY WAIVER 2021 Waiver for Participation:

I understand that the SKYC Programs and associated activities, will be conducted in, on and around water and there may be inherent risks.

I recognise that the SKYC has no control over weather conditions, other users and crafts, sea creatures, beach facilities, other users of road facilities to and from location.

I hereby assume responsibility for all risks, hazards to myself and/ or as parent/guardian, heirs, executors, personal representatives, next of kin, and my child/ children in the participation of the SKYC Programs and Camps.

I further waive, release, absolve and agree to hold harmless the SKYC, organisers, volunteers, supervisors, coaches, officers, directors, participants from any claims or injury sustained during my or my child's use of the facilities or participation in the Programs.

I further waive, release and discharge the SKYC its affiliates, and their respective members, managers, employees, volunteers, officers, directors, agents, representatives, successors and assigns (each a "Released Party") from any and all claims, demands, damages, judgements, 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 any activity associated with the SKYC (including land based activities) or the use of any of the SKYC's equipment and facilities, either on shore or in the water.

This release is intended to discharge each Released party from all liability arising out of or connected in anyway with participation in the SKYC Programs , activities associated with the SKYC, even if that liability arises out of negligence or carelessness on the part of any released party.

Release of Medical/Allergy Information: As a parent/guardian/representative, participant, I recognise that I have the obligation to disclose, medical, physical or behavioral issues at the time

of my/the child's registration; that may impact my or the child's or other person's safety during involvement in the SKYC's Programs or other aquatic activities.

Waiver for Medical Treatment: In the event that I or the child requires emergency treatment and our emergency contact cannot be reached, I hereby authorise the SKYC providing these programs, to provide first aid to myself, the child and to make arrangements to transport myself, the child to the nearest hospital emergency facility. I give consent for any and all necessary treatment, if, in fact, I, the child requires the attention of emergency services and a physician.

Waiver for Photo/Video/Audio Release: I give  Do not give  (circle one as applicable) my consent for any photos, video and or audio taken of myself, the child involved in the SKYC/NASC Programs to be used for the Program promotions, web sites and the SKYC/NASC promotions.

Loss or Damage: I agree to pay the SKYC for loss or damage due to my or the child's intentional, negligent or careless use or misuse of equipment or facilities.

Additional Notes: I understand that the SKYC reserves the right to cancel or discontinue any or all of the Programs on any given day due to weather conditions, environmental hazards or any other unforeseen circumstances.

**D. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE:** This Registration 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, I AGREE THAT I HAVE READ AND UNDERSTOOD ALL THE ABOVE INFORMATION AND AGREE TO ALL THE TERMS AND CONDITIONS IN THE ABOVE LIABILITY RELEASE AND WAIVER AGREEMENT. I FURTHER GUARANTEE THE POTENTIAL FINANCIAL OBLIGATIONS UNDERTAKEN ABOVE.

NAME (Please print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ Participant 18 and over

CREW NAME/S (Please print): \_\_\_\_\_

CREW SIGNATURE/S: \_\_\_\_\_ Participant 18 and over

I AGREE TO ALL ABOVE TERMS AND CONDITIONS ABOVE, INCLUDING THE LIABILITY RELEASE AND WAIVER.

I FURTHER GUARANTEE THE POTENTIAL FINANCIAL OBLIGATIONS UNDERTAKEN ABOVE.

SIGNATURE: \_\_\_\_\_ Parent/Guardian (child under 18 years)

CREW SIGNATURE: \_\_\_\_\_ Parent/Guardian (child under 18 years)