

2009 Club 420 Association North American Championship

Aug. 13-16, 2009 Macatawa Bay Yacht Club, Macatawa, MI

WAIVER OF LIABILITY FORM

WAIVER OF LIABILITY

We, the parents of the competitor, or, if over 18, the competitor for him or herself, recognize and understand that the Club 420 Association and the Macatawa Bay Yacht Club are not-for-profit organizations and agree that the Club 420 Association North American Championship is not a commercial activity. We or I recognize that participation in this regatta is voluntary and that we and our child or I take risks including the possibility of injury or death by participating. In consideration of the acceptance of our child's or my entry, we, the parents, for ourselves and for our child, or I release and waive any and all claims, charges, losses, and liabilities including those caused by (1) the negligence of, or (2) arising out of the scoring, results, and selections to any possible teams or trips of the Club 420 Association and the Macatawa Bay Yacht Club as well as their respective officers, directors, trustees, contractors, insurers, employees, members, and volunteers, that may arise from or in any way be in connection with the regatta. We, the parents, or I understand that we are responsible for the actions of our child or myself while he or she or I is (am) participating both on land and at sea and that we or I are (am) solely responsible for whether or not our child or I participates or sails each day in the weather conditions. We and, for our child, or I agree that we and our child or I are (am) bound by the Racing Rules of Sailing ("RRS"), the Class Rules of the Club 420 Association, the Notice of Race, and the Sailing Instructions and any amendments to those documents.

ARBITRATION

We and, for our child, or I agree that any legal or equitable effort to challenge this language shall be governed by the process outlined in the RRS, if applicable, or otherwise by the laws of RI and subject to binding arbitration to be conducted in Providence, RI before the American Arbitration Association. We and, for our child, and I also agree that if this challenge is successful, all subsequent legal or equitable proceedings shall be governed by the process outlined in the RRS, if applicable, or otherwise by the laws of RI and subject to binding arbitration to be conducted in Providence, RI before the American Arbitration Association.

SAFETY

We or I warrant that our (my) child's boat is safe and seaworthy and that the boat and competitor will carry all safety equipment and features required by the Club 420 Association and the US Coast Guard.

USE OF LIKENESS

We or I grant to the Club 420 Association and the Macatawa Bay Yacht Club the right to use our child's or my name, age and photograph, without compensation, in any press release, web site posting, advertisement, brochure or other medium intended to publicize the Club 420 Association and the Macatawa Bay Yacht Club.

Skipper's Signature: _____ **Date:** _____

Parent or Guardian's Signature: _____ **Date:** _____

Crew's Signature: _____ **Date:** _____

Parent or Guardian's Signature: _____ **Date:** _____