

## 2018 Newport Bermuda Race - Crew Waiver

I hereby acknowledge paragraph 7.6 of the 2018 Newport Bermuda Race (the "Race") Notice of Race, which reads, in part:

"Boats in the St. David's Lighthouse or *Finisterre* Division shall not be steered by anyone who does not have a valid Group 1 classification unless they have at least a one-third partner financial interest in ownership of the boat ... "

I warrant that my ISAF/World Sailing User ID and Competitor Classification will be current and valid as of 1700 hours June 1, 2018 and remain valid through June 22, 2018.

I agree that I am responsible for the content of my personal registration with the Crew Management System, and warrant that all of the information supplied by me is true, accurate, and complete in all respects. If, notwithstanding this undertaking, this is not the case, the race entry of the boat on which I sail may be excluded from certain divisions, voided without refund of any fees paid, or, if having completed the Race, the boat shall be subject to protest by the race committee. I also agree and grant to the organizing authority or its agents the unconditional and perpetual right to publish and broadcast anywhere in the world for any purpose and in any media my name and images of myself prior to, during and after the Race.

In consideration of being allowed to participate in the Race, I hereby also acknowledge and agree:

**ACKNOWLEDGMENT OF RISKS.** I acknowledge that sailing is an inherently dangerous sport. I understand that it is solely my decision to participate in the Race. I acknowledge that my captain has sole responsibility for his/her boat, her crew, and its operation, including safe passage from Newport to Bermuda in the Race and her subsequent passage to a port of the captain's choosing. I further acknowledge and understand that my decision to participate in the Race is mine alone.

**EXPRESS ASSUMPTION OF RISKS.** I freely and voluntarily agree to, and do hereby, fully assume and take responsibility for any and all risks associated with participating in the Race, including risks both natural and man-made, which may cause or result in bodily and personal injuries, accidents, illnesses, and deaths, and loss or damage to personal property.

**RELEASE FROM LIABILITY.** I do, for myself and for my heirs, executors, administrators, successors and assigns, hereby forever release and discharge the Bermuda Race Organizing Committee, The Cruising Club of America, the Royal Bermuda Yacht Club, and each of their respective boards of governors, sub-committees, officers, members, employees, agents, volunteers, sponsors, underwriters and insurers (the "Released Parties") from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, including, but not limited to, claims based on the negligence of the Released Parties and claims for bodily and personal injuries, accidents, illnesses, and deaths, and claims for any and all loss or damage to personal property, which I or any of them may ever have against the Released Parties arising out of my participation in the Race and its related activities, and subsequent passage to a port of the captain's choosing. I understand that this waiver includes any claims based on negligence, action, or inaction of any of the Released Parties. By my submission of this Crew Waiver, I hereby confirm my understanding and acceptance of, and agree to be bound by, all of its terms and conditions.