

RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

WARNING -- READ CAREFULLY every word printed or written on this document. By signing this document, **YOU AGREE** to give up every right against all parties mentioned in this document which you ever had, you now have, or you may in the future have arising out of the **Round Island Regatta 2016** event occurring on July 30, 2016, or any training or practices required for the event (the “Event”).

I, _____, whose address is _____, fully realize the dangers and risk of bodily injury, death or property damage arising from, or related to, participating in a crowded regatta on the Piscataqua River in July, the launching and hauling-out of vessels, or other activity at the Event, and freely assume and accept full responsibility for any risks associated with such participation including, by way of example, and not limitations, the following: the dangers of capsizing or falling overboard, the dangers of collision with stationary objects, other vessels, and other moving objects, the dangers arising from surface hazards, equipment failure, inadequate safety equipment and weather conditions, rocky, slippery or uneven surfaces, and the possibility of serious physical and/or mental trauma and/or injury, and including the possibility of death associated with such participation.

I HEREBY WAIVE, RELEASE AND DISCHARGE FOR MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, ASSIGNS, AND SUCCESSORS IN INTEREST (HEREINAFTER COLLECTIVELY “SUCCESSORS”) ANY AND ALL RIGHTS, CLAIMS, ACTIONS OR CAUSES OF ACTION, WHICH I HAVE, OR WHICH MAY HEREAFTER ACCRUE TO ME, AGAINST THE PROMOTERS, ANY PROMOTING ORGANIZATION(S), SPONSORS, PARTICIPANTS AND/OR VOLUNTEERS OF THE EVENT, INCLUDING, BUT NOT LIMITED TO, THE GUNDALOW COMPANY AND ITS DIRECTORS, STAFF AND VOLUNTEERS; ANY PROPERTY OWNERS AND PUBLIC ENTITIES, INCLUDING BUT NOT LIMITED TO THE CITY OF PORTSMOUTH, N.H., UPON OR BY WHICH WHOSE PROPERTY THE EVENTS WILL BE HELD (“RELEASEES), FROM ANY AND ALL LIABILITY FOR ANY AND ALL DAMAGES, INCLUDING, BUT NOT LIMITED TO, INJURY AND/OR DEATH, WHICH MAY BE SUSTAINED BY ME

DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OR ARISING OUT OF OR RELATED TO, MY PARTICIPATION IN OR ASSOCIATION WITH THE EVENT, WHETHER CAUSED BY THE NEGLIGENCE OR OMISSIONS OF RELEASEES OR OTHERWISE.

I agree, for myself and successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert my claim in contravention of this Agreement, I or my successors shall be liable for the expenses incurred (including legal fees) by the other party or parties in defending such claim or claims, unless the other parties are finally adjudged liable on such claim for willful and wanton negligence.

I have read this **RELEASE AND WAIVER OF LIABILITY** and hereby understand and agree that I am giving up substantial rights by signing it, and intend my signature to be a complete and unconditional release of all liability. I further understand and agree that this Agreement extends to all acts of negligence or omissions by the Releasees, and is intended to be as broad and inclusive as is permitted by law, including, but not limited to, the laws of the states of New Hampshire and Maine.

Dated: _____, 2016

[Signature]

[Print Name]