

RELEASE AND WAIVER OF LIABILITY AND COVENANT NOT TO SUE

In consideration of being permitted to participate in Milwaukee Community Sailing Center Sailing Events and sailing regattas (the "event"), hosted by the Milwaukee Community Sailing Center (MCSC), and in consideration of the substantial volunteer effort made by volunteers with respect to the event, I, the undersigned hereby:

1. Waive and release any and all claims, including claims for negligence or equivalent conduct (but not intentional conduct), which I may have against MCSC, respective members, trustees, directors, officers, employees, volunteers, measurers, judges, independent contractors, sponsors, designees, successors, assigns, insurers and affiliates (hereinafter collectively "releases") resulting from my participating in the events and all activities related to the events. I understand that such negligence could include but is not limited to a failure to use reasonable care in deciding whether or not to start or continue the event and any other decisions arising out of event management; operating power boats, cranes, or other equipment; maintaining launch ramps, cranes, piers, docks, marks, buoys, and other property; in training or supervising employees or volunteers; in providing instructions or services; or in providing any first aid or emergency medical treatment.
2. Agree not to sue any of the releases for any damages, costs, losses, expenses, demands, claims or causes of action arising out of the event.
3. Acknowledge that serious accidents may occur during the event and that I may sustain death, disability, serious personal injury, and/or property damage, and acknowledge my responsibilities in participating in the event, for my decisions to start or continue to race in the event and to ensure that my boat, equipment and crew are seaworthy for the conditions which may be encountered during my participation.
4. Agree that this Release and Waiver of Liability is intended to be as broad and inclusive as permitted by the laws of the State of Wisconsin and that in the event that any provision is held to be prohibited or invalid, the remainder of this Release and Waiver of Liability shall continue in full legal force and effect, and that this Release and Waiver of Liability supersedes all prior negotiations, representations or agreements between myself and any one or more of the releases.

By signing below, I acknowledge that I have read this agreement, understand its terms, have had the opportunity to review, discuss and negotiate its terms and conditions and understand that by signing, I am giving up substantial rights.

I have read the foregoing entry, including its release provisions, and I hereby accept its terms and conditions.

I agree to be bound by *The Racing Rules of Sailing* and by all other rules that govern this event.

Boat Owner Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Boat Name: \_\_\_\_\_

Date: \_\_\_\_\_