

Delta Doo Dah 2009

OWNER/SKIPPER RELEASE OF LIABILITY

Name of Boat _____ Owner _____

Skipper (if different) _____

Waiver and Release

This Waiver, Release and Indemnification Agreement is a Contract.

In consideration of the acceptance of my entry in the Delta Doo Dah Rally, scheduled for June 27 - July 3, 2009:

1. I agree to comply with all rules, regulations, and instructions for the Delta Doo Dah Rally.
2. I for myself, executors, administrators, heirs, next of kin, successors and assigns:
 - a. Waive and release any and all claims that I may have against Latitude 38 Publishing, Inc., or its sponsors, their officers, directors, members, committee members, volunteers, employees, advisers, and agents or any one or more of them, or their executors, administrators, heirs, next of kin, successors or assigns, including any and all claims for damages caused by the active or passive negligence of any of them arising out of my participation or the participation of my yacht in the said rally and/or its related activities, together with any costs including attorney's fees that may be incurred as a result of any such claim whether valid or not. I agree to voluntarily participate in the 'watersports activities' or events which may be promoted, sponsored or associated with the Delta Doo Dah or its sponsors. This includes but is not limited to activities such as sailing, boating, waterskiing, use of dinghies, swimming, social gatherings and parties, use of personal watercraft and any other activities associated with the Delta Doo Dah, regardless of whose facilities or equipment may be used during the course of such activities.
 - b. Promise and agree to indemnify and hold harmless all of the entities and persons released in paragraph (a) against any and all claims, suits or liability for or arising out of the death or injury to any person whatsoever, including but without limitation, any members of my crew or damage to property arising out of or in any way connected with my participation in said rally or its related activities whether said claimed suit or liability arises out of the negligence, active or passive, of any of the entities or persons released in paragraph (a), and agree to defend such persons so released against any claim or suit so brought and to pay for all costs incurred in said defense including attorney's fees. I understand that there may be social gatherings and parties which I attend where people may consume substances such as alcohol which may influence their conduct. **I expressly and voluntarily assume all risk of death, personal injury or property damage sustained by me while participating in the Delta Doo Dah activities, at sea or ashore, whether or not caused by the negligence of the Delta Doo Dah, Latitude 38 Publishing, Inc., or its sponsors.**
3. I represent, warrant and agree as follows:
 - a. That my yacht is fully found, that she is thoroughly seaworthy in hull, rig, sails, and gear, that she will be properly outfitted and equipped and will be competently manned by an experienced crew capable of properly handling said yacht under adverse circumstances, and that all safety equipment is properly maintained and stowed, and each member of the crew knows where it is kept and how it is to be used.
 - b. That the safety of my yacht and her crew is my sole and inescapable responsibility; and that it is my sole and exclusive responsibility

- c. That I will obtain from each member of my crew, on forms provided by the rally committee, and will file with the rally committee prior to the start of the rally, a written waiver by each crew member of all claims against Latitude 38 Publishing, Inc., and its sponsors. If, notwithstanding these undertakings, I fail to provide such a waiver for any one or more members of my crew, then I hereby indemnify and agree to hold harmless Latitude 38 Publishing, Inc., and its sponsors from any claim arising out of the participation of any such crew member in the aforesaid rally and its related activities, together with all costs, including any attorney's fees, that may be incurred as a result of any such claim, whether the claim be valid or not.
4. Each and all of the waivers, indemnifications, representations, warranties and agreements contained herein are made by me on behalf of and shall be binding upon myself and my heirs, legal representatives, successors or assigns, and shall inure to the benefit of Latitude 38 Publishing, Inc., and its sponsors, their officers, directors, members, committees, employees, volunteers, advisers and agents. I agree that I will not sue or make a claim against Latitude 38 Publishing, Inc., or its sponsors for damages or other losses sustained as a result of my participation in watersports and shoreside activities. I also agree to indemnify and hold Latitude 38 Publishing, Inc., and its sponsors harmless from all claims, judgments, costs and attorney's fees in connection with any action brought as a result of my participation in watersports and shoreside activities. I understand that by signing this agreement, I may be giving up important legal rights and that I may consult with an attorney before signing it. Any action regarding the enforcement or interpretation of this agreement must be brought within the courts of the County of Marin, California. If any portion of this agreement is found to be unenforceable, the remaining parts of it shall remain in force.
5. I hereby grant permission to Latitude 38 Publishing, Inc., and its sponsors, committees, advisers, employees, volunteers and agents to transmit or release to the public any and all communications from or to my yacht during the rally relating to the progress of the yacht and the welfare of her crew, whether these communications are with public, private or government stations.
6. I hereby grant permission to Latitude 38 Publishing, Inc., and its affiliates to use any photograph or video footage of me or my yacht while involved in the Delta Doo Dah Rally for any purposes they might deem appropriate, including distribution to sailing publications and other media outlets.
The bottom line is this: By signing up for the Doo Dah, you expressly agree that the release and waiver you sign is intended to be as broad and inclusive as is permitted by law, and that if any portion, clause or subclause hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

By signing this agreement, I agree that I have carefully read the agreement and contents, and have consulted a legal professional regarding any parts that I don't understand. I am aware that these are releases of liability and waivers of claims, and sign them of my own free will.

✓ Date _____ By _____ owner
 (Signature) (Print Name)

✓ **Owner/skipper must sign here**
 By _____ skipper,
 (Signature) (Print Name) (if different)

Delta Doo Dah 2009

CREW WAIVER

Name of Boat _____

Crew Name _____

age _____ relation to other crew? _____

Full Address _____

Phone: Home _____ Work _____ Cell _____

In case of emergency notify: _____

Full Address _____

Phone: Home _____ Work _____ Cell _____

Waiver and Release

This Waiver, Release and Indemnification Agreement is a Contract.

In consideration of the acceptance of my entry in the Doo Dah Rally, scheduled for June 27 - July 3, 2009:

1. I agree to comply with all rules, regulations, and instructions for the Delta Doo Dah Rally.
2. I for myself, executors, administrators, heirs, next of kin, successors and assigns:
 - a. Waive and release any and all claims that I may have against Latitude 38 Publishing, Inc., and its sponsors, their officers, directors, members, committee members, volunteers, employees, advisers, and agents or any one or more of them, or their executors, administrators, heirs, next of kin, successors or assigns, including any and all claims for damages caused by the active or passive negligence of any of them arising out of my participation or the participation of my yacht in the said rally and/or its related activities, together with any costs including attorney's fees that may be incurred as a result of any such claim whether valid or not. I agree to voluntarily participate in the 'watersports activities' or events which may be promoted, sponsored or associated with the Delta Doo Dah Rally. This includes but is not limited to activities such as sailing, boating, waterskiing, use of dinghies, swimming, social gatherings and parties, use of personal watercraft and any other activities associated with the Delta Doo Dah Rally, regardless of whose facilities or equipment may be used during the course of such activities.
 - b. I promise and agree to indemnify and hold harmless all of the entities and persons released in paragraph (a) against any and all claims, suits or liability for or arising out of the death or injury to any person whatsoever, including but without limitation, any members of my crew or damage to property arising out of or in any way connected with my participation in said rally or its related activities whether said claimed suit or liability arises out of the negligence, active or passive, of any of the entities or persons released in paragraph (a), and agree to defend such persons so released against any claim or suit so brought and to pay for all costs incurred in said defense including attorney's fees. I understand that there may be social gatherings and parties which I attend where people may consume substances such as alcohol which may influence their conduct. **I expressly and voluntarily assume all risk of death, personal injury or property damage sustained by me while participating in the Delta Doo Dah activities, at sea or**
3. Each and all of the waivers, indemnifications, representations, warranties and agreements contained herein are made by me on behalf of and shall be binding upon myself and my heirs, legal representatives, successors or assigns, and shall inure to the benefit of Latitude 38 Publishing, Inc., and its sponsors, their officers, directors, members, committees, employees, volunteers, advisers and agents. I agree that I will not sue or make a claim against Latitude 38 Publishing, Inc., and its sponsors for damages or other losses sustained as a result of my participation in watersports activities. I also agree to indemnify and hold Latitude 38 Publishing, Inc. and its sponsors harmless from all claims, judgments, costs and attorneys' fees in connection with any action brought as a result of my participation in watersports and shoreside activities. I understand that by signing this agreement, I may be giving up important legal rights and that I may consult with an attorney before signing it. Any action regarding the enforcement or interpretation of this agreement must be brought within the courts of the County of Marin, California. If any portion of this agreement is found to be unenforceable, the remaining parts of it shall remain in force.
4. I hereby grant permission to Latitude 38 Publishing, Inc., and its sponsors, committees, advisers, employees, volunteers and agents to transmit or release to the public any and all communications from or to my yacht during the rally relating to the progress of the yacht and the welfare of her crew, whether these communications are with public, private or government stations.
5. I hereby grant permission to Latitude 38 Publishing, Inc., and its affiliates to use any photograph or video footage of me or my yacht while involved in the Delta Doo Dah Rally for any purposes they might deem appropriate, including distribution to sailing publications and other media outlets.
The bottom line is this: By signing up for the Doo Dah, you expressly agree that the release and waiver you sign is intended to be as broad and inclusive as is permitted by law, and that if any portion, clause or subclause hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

By signing this agreement, I agree that I have carefully read the agreement and contents, and have consulted a legal professional regarding any parts that I don't understand. I am aware that these are releases of liability and waivers of claims, and sign them of my own free will.

(Photocopy more if necessary or download from www.deltadoodah.com)

 Each crewmember must sign a waiver

Date _____ By _____
(Crewmember Signature) (Print Name)

If crewmember is under the age of 18, this must be signed by a parent or legal guardian.

I, _____ am the parent or legal guardian of the minor child in this agreement.
(Printed Name of Parent or Legal Guardian)

I have carefully read this three-page Agreement and Release of Liability and I fully understand its contents and sign it of my own free will.

Date _____ By _____
(Signature of Parent or Legal Guardian)