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Sail No.

Bow No.

Boat Name

Rating

Class



CALIFORNIA YACHT CLUB RACE ENTRY

UNSIGNED, INCOMPLETE OR NON-PRINTED ENTRIES WILL BE REJECTED



for CYC use only

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amount rec'd by

Event 2009 ASMBYC Champion of Champions Regatta Date _____

Skipper _____ Yacht Club _____ US SAILING No. _____

Address _____ City _____ Zip _____ Check to update
CYC data files

Boat Type _____ Length _____ Phone _____ Email _____

RACE ENTRY AGREEMENT - Please Read Carefully

In consideration of the acceptance of my race entry by California Yacht Club (CYC), I agree as follows:

1. **REPRESENTATIONS.** I own or have chartered the boat entered and I am a member of a yacht club or sailing association that belongs to US SAILING or my own National Authority. I certify that my boat is equipped to conform with U.S. Coast Guard, US SAILING and Class/Fleet safety requirements, including a personal flotation device for each crew member. I represent that my crew is physically fit to participate in the race.

2. **RULES.** I have read the Notice of Race for this event and will abide by its terms. I am fully responsible for the operation of my boat. I will comply and cause my crew to comply with all US SAILING rules, the sailing instructions and applicable laws, including the California Harbors & Navigation Code.

3. **ASSUMPTION OF RISK.** My crew and I acknowledge that sailboat racing involves risks, and we freely assume all risks, including the risks of serious personal injury, death or permanent disability from accident, drowning, exposure, overexertion, adverse sea or weather conditions, loss or damage of my boat and equipment, as well as all unforeseen risks. Our participation in this recreational activity is voluntary for our own enjoyment, and I am free to withdraw at any time I deem prudent.

4. **INSURANCE.** CYC is not my insurer. I will maintain insurance policies sufficient to protect myself and my property, including liability, medical and property coverage. My insurance coverage will be primary and non-contributory.

5. **LIABILITY WAIVER & RELEASE.** TO THE FULLEST EXTENT PERMITTED BY LAW, I WAIVE THE RIGHT TO SUE AND I FOREVER RELEASE CYC AND LOS ANGELES COUNTY FROM ALL LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM MY OR MY CREW'S PARTICIPATION IN THE RACE AND USE OF CYC'S FACILITIES, INCLUDING ANY ORDINARY ACTIVE OR PASSIVE NEGLIGENCE OF CYC OR L.A. COUNTY.

6. **HOLD HARMLESS.** TO THE FULLEST EXTENT PERMITTED BY LAW, I AGREE TO INDEMNIFY AND HOLD CYC AND L.A. COUNTY HARMLESS FROM ANY CLAIM, DAMAGE, LIABILITY, LOSS SUIT, COST OR EXPENSE INCLUDING ATTORNEY FEES, ARISING FROM MY OR MY CREW'S ACTS OR OMISSIONS, AND FROM ANY SUIT BROUGHT AGAINST CYC IN VIOLATION OF THIS AGREEMENT.

7. **INTERPRETATION.** This Agreement contains all of the understandings between CYC and me regarding the subject matter hereof, and may be modified only in a writing signed by the parties. I am not relying on any inducement, representation, promise or understanding not contained in this Agreement. The waiver, release and indemnity provisions herein are intended to be as broad, comprehensive and inclusive as permitted by law, but are not intended to assert any claim or defense prohibited by law. The terms of this Agreement shall be interpreted in such a way as to render them valid whenever possible, and shall not be strictly construed against CYC. If any part of this Agreement is held invalid, the remainder shall continue in full force and effect. As used herein, "CYC" means California Yacht Club, Inc. and its owners, affiliates, directors, officers, employees, race committee members and officials acting in their official capacities.

Acknowledgment: I have carefully read and agree to the above terms. I understand that this is a binding contract that limits CYC's liability to its gross negligence or willful misconduct.

Skipper's Signature (Parent or Guardian if under 18)

Print Name

Date