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1011 Anchorage Lane, San Diego, CA 92106 • Phone: (619) 221-8400 • Web: www.sdydc.org

Waiver and Release of Liability and Indemnity Agreement

I have decided to participate in the CUBAR 2017 ("Event").

In consideration of the San Diego Yacht Club, a California mutual benefit non profit corporation ("SDYC"), sponsoring and/or permitting my participation in the Event, I hereby agree on behalf of myself, my spouse, my estate, my heirs, my insurers, my successors and my assigns (collectively "Successors") to release, discharge, hold harmless, defend, and indemnify, SDYC, and its respective agents, committee members, officers, directors, shareholders, partners, members, advertisers, trustees, advisors, employees, contractors, insurers, successors, and assigns (collectively, "SDYC and Related Parties") from any and all claims, liabilities, losses, demands, damages, causes of action, or costs including without limitation attorney's fees, known or unknown (collectively, "Claims") arising out of or in connection with my participation in the Event including but not limited to injury, illness, loss of life, loss or theft, damage of personal property or damage or destruction any personal property incurred during the Event or during travel to and from or lodging during any travel to or from any point of embarkation or disembarkation (collectively "Travel"), even though the Claims may arise out of the negligent acts or omissions on the part of SDYC and Related Parties. I further hereby agree on behalf of my Successors to assume all risks of my participation in the Event.

I understand that the Event and Travel are recreational activities which may include strenuous physical activity and man-made and natural dangers including, but not limited to, dangers associated with national and international travel, in part upon the high seas, including, but not limited to, terrorist acts or criminal conduct by third parties, the construction, equipment, seaworthiness, provisioning, operation or maintenance of the vessel(s) upon which I travel, piracy and natural elements including, but not limited to, weather, and hereby assume all risks and consequences of the foregoing. I agree to be solely responsible for independently ascertaining the nature and degree of risks in any way associated with the Event, and am not relying on any representations from SDYC and Related Parties as to the risks involved. I hereby represent that I have no physical condition(s), which would preclude me from participating in the Event, and Travel and such physical activity related thereto or make me susceptible to such natural elements, and I agree that I will not participate in any physical activity, which might exceed my personal limitations. I understand that I am responsible for and assume the risk of my own physical condition and well-being and that of the Boat throughout the Event and Travel. I understand that the release contained herein is a general release of claims, both known and not now known to me. I further understand that I may in the future discover facts or Claims resulting from my participation in the Event and Travel. Despite that possibility, I hereby agree to give up all Claims as provided in this agreement and I also agree to waive the benefits and rights given by California Civil Code Section 1542, which reads as follows:

" 1542. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

If any part of this agreement is deemed to be unenforceable for any reason, the remainder of this agreement shall remain in full force and effect.

I agree that this agreement shall be interpreted under the laws of the State of California.

I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT. I UNDERSTAND AND AGREE TO ITS TERMS INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO A RELEASE OF LIABILITY.

Dated: _____, 2017

Signature

Print Name

IF A PARTICIPANT IS UNDER AGE 18, THIS MUST BE SIGNED BY A PARENT OR LEGAL GUARDIAN.