



Owner/Charterer's Declaration Form

EXCLUSION OF LIABILITY - ASSUMPTION OF RISK

Yacht Name _____

Sail Number _____

In consideration for becoming a participant in the 2012 Vic-Maui International Yacht Race (the "Event"):

1. I understand and agree that sailing and sailboat racing are dangerous and have inherent risks, including but not limited to: changeable and adverse weather, tides and currents; boats sailing in close proximity to other boats and navigational hazards; collisions; capsizes; boat and equipment failure; drowning and judgments of the Race Committee in setting and maintaining courses.
2. **I agree to assume all risks of personal injury, death or property loss resulting from any cause whatsoever, including but not limited to the inherent risks of sailing and sailboat racing, negligence, breach of contract, or breach of statutory duty of care on the part of the Royal Vancouver Yacht Club and the Lahaina Yacht Club, their respective officers, Race Committee members, Technical Committee members, Event Committee members, partners, trustees, employees, servants and agents and I further agree that the Royal Vancouver Yacht Club and the Lahaina Yacht Club and their respective officers, Race Committee members, Technical Committee members, Event Committee members, partners, trustees, employees, servants and agents shall not be liable for any such personal injury, death, or property loss, occurring ashore or at sea, and hereby release the Royal Vancouver Yacht Club and the Lahaina Yacht Club and their respective officers, Race Committee members, Technical Committee members, Event Committee members, partners, trustees, employees, servants or agents and waive all claims with respect thereto.**
3. **I agree to indemnify and hold harmless the Royal Vancouver Yacht Club and the Lahaina Yacht Club, their respective officers, Race Committee members, Technical Committee members, Event Committee members, partners, trustees, employees, servants and agents with respect to any and all claims, whether at law, in equity or in admiralty, including particularly, but not by way of limitation, all claims of property damage, personal injury, death or consequential loss or damage arising out of or in connection with my participation in the Event ashore and at sea.**
4. Media Release – I grant the Royal Vancouver Yacht Club and the Lahaina Yacht Club the absolute right and permission to use my name, voice, image, likeness, biographical material as well as representations of the yacht in any media (being television, print and internet media), including video footage, for the sole purposes of advertising, promoting, reporting and disseminating information regarding the Event and the participation in the Event of owners, charterers, competitors and crewmembers, including myself.
5. I understand and agree that the Event will be governed by *The Racing Rules of Sailing* and the *ISAF Offshore Special Regulations 2010-11* as modified by the Race Committee and I agree to be bound by those rules and regulations. In particular, I understand and agree to be bound by Rules 1, 2, 3 and 4 of *The Racing Rules of Sailing*. I agree that the safety of a yacht and her crew is the sole and inescapable responsibility of the person in charge who must do his best to ensure that the yacht is fully found, thoroughly seaworthy and manned by an experienced crew who have undergone appropriate training and are physically fit to face bad weather. He must be satisfied as to the soundness of hull, spars, rigging, sails and all gear. He must ensure that all safety equipment is properly maintained and stowed and that the crew know where it is kept and how it is to be used.
6. I understand and agree that I will be required to sign a Declaration of Rules Compliance after the race which forms part of the Event.

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7. I warrant that I have a valid policy of insurance (which applies in British Columbia and the United States of America and the waters where this Event will be held) covering property damage and third party liability, and the policy limits for third party liability are not less than One Million Dollars (\$1,000,000 CDN or USD) A VALID CERTIFICATE OF INSURANCE IS ATTACHED TO THIS FORM.

Signature of Owner or Charterer: _____

(Print Name) _____

Witness: _____

(Print Name) _____

Yacht Name: _____

Date: _____