



2014 CCWBRA-SYC Governors Cup Registration
August 23rd 2014



		Tick Boat Class	
Boat Owner's Name	CCWBRA Racing Number		
		8 HP	6 HP

Driver's Name	Registration Fee \$30 or \$40

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, _____ (the "Participant"), acknowledges that I have voluntarily applied to participate in the following activities at the Smyrna Yacht Club, located at 1201 South Riverside Drive, New Smyrna Beach, Florida 32168:

Activity which Participants will engage in: 2014 CCWBRA-SYC Governors Cup

Date: ____/____/____

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify the above statement by placing my initials here: _____

As consideration for being permitted by Smyrna Yacht Club to participate in these activities and use Smyrna Yacht Club premises and facilities, I forever release Smyrna Yacht Club, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively the "Releasee") from any and all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts, whether directly connected to these activities or not, and however caused, by any Releasee, or (iii) the condition of the premises where these activities occur, whether or not I am then participating in the activities. I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS DOCUMENT IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND SMYRNA YACHT CLUB AND SIGN IT OF MY OWN FREE WILL WITHOUT ANY INDUCEMENT.

PARTICIPANT

 Signature Date

Release from Liability

CCWBRA 2014 CCWBRA-SYC Governors Cup August 23rd 2014

In consideration of being allowed to participate in boat racing and other events and activities of or sponsored by the Cocktail Class Wooden Boat Racing Association, (the "Association") and intending to be legally bound, the undersigned ("Participant"):

1. Represents that Participant is a legally responsible adult of sound mind, and is not under the influence of drugs or alcohol.
2. Agrees that prior to participating, Participant will inspect the boat Participant intends to use, as well as all equipment, and the course, and if Participant believes anything is unsafe, Participant will immediately advise an official of the Association of such condition(s), and will refuse to participate.
3. Acknowledges and fully understands that Participant will be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from his or her own actions but from the actions, or inactions of others, the rules of racing, the weather, the condition of or intrusions to the course, or the malfunction or condition of any equipment used. Further, Participant recognizes that there may arise other risks not known to, or foreseeable by, the Association at this time.
4. Assumes all of the foregoing risks and accepts personal responsibility for any damages following such injury, permanent disability or death.
5. Releases, waives, discharges and covenants not to sue the Association, its affiliates, its officers, administrators, directors, agents, officials, and other employees or volunteers of the Association, other participants, sponsors, advertisers, and if applicable, the owners of lessors of the boats, the course and equipment used, (the "Releasees") from any and all liability to each of the undersigned, his or her heirs and next of kin for any and all claims, demands, losses or damages on account of injury, including death, or damage to property, however caused or alleged to be caused in whole or in part by the action, inaction, omissions or negligence of the releasees or otherwise under any theory of liability whatsoever.
6. This Release from Liability shall be governed by the laws of the Commonwealth of Pennsylvania without regard to conflict of laws provisions. The parties hereby submit to the jurisdiction of the state and federal courts in Pennsylvania. The parties further agree that any action against the Releasees shall be filed in Pennsylvania and that the venue for adjudication shall be the Court of Common Pleas of Montgomery County Pennsylvania.

THE UNDERSIGNED PARTICIPANTS HAVE READ THIS RELEASE FROM LIABILITY AND UNDERSTAND THEY WILL BE GIVING UP SUBSTANTIAL RIGHTS, AND SIGN IT VOLUNTARILY.

Participant

Date