



**SINGLEHANDED SAILING SOCIETY
2008 Singlehanded TransPacific Yacht Race
Waiver, Release, and Indemnification**

IN CONSIDERATION OF THE ACCEPTANCE OF MY ENTRY TO THE 2008 SINGLEHANDED TRANSPACIFIC YACHT RACE CONDUCTED BY THE SINGLEHANDED SAILING SOCIETY AND ITS SINGLEHANDED TRANSPACIFIC RACE COMMITTEE, I HEREBY AGREE AS FOLLOWS:

I certify that I am over the age of 18 (or will be at the time of the start of the race July 12, 2008). I agree to comply with all rules and regulations, including but not limited to the Notice of Race and Sailing Instructions of the Race Committee for the race sponsors, The Singlehanded Sailing Society, as well as the International and Inland Rules of the Road, and other rules under which the race is sailed.

I acknowledge that I have sole responsibility for the safety of my yacht and crew.

I hereby agree that my yacht will be outfitted and equipped in accordance with the conditions for the 2008 Singlehanded Transpacific Yacht Race, and I further recognize and agree to thoroughly familiarize myself with and be bound by and obey all the "Rules and Regulations" of the Race Committee governing the race.

I for myself, my executors, administrators, heirs, next of kin, successors, and assigns:

A. Waive and release any and all claims that I may have against the race sponsors or the Singlehanded Sailing Society, their officers, directors, members, volunteer committee persons, employees, and agents, or any one or more of them or their executors, administrators, heirs, next of kin, successors, or assigns (the Releasees), including any and all claims for damage caused by the negligence of any of them, arising out of my participation or that of my yacht in the race and its related activities, including pre-start and post-finish operations, together with any costs, including attorneys' fees that may be incurred as a result of any such claim whether valid or not, and

B. Indemnify and hold harmless the Releasees and each of them against any such claim that I or the officers or members of my crew or my guests or any one or more of them or my or their executors, administrators, heirs, next of kin, successors, or assigns may have or assert and against any cost including attorneys' fees with respect thereto.

I acknowledge that after arrival at the finish line of the race, my yacht may, at my request if such service is available, be led by or be taken in tow by a boat operated for the convenience of race participants by volunteer committee persons of the race sponsors or the Singlehanded Sailing Society, and be led or towed to its mooring, or at my request, may take such a committee person(s) aboard (who shall become a member of my crew) to assist in entering the Harbor and mooring, all without charge or expense to me; in consideration of the rendering of any such service to me and without limiting the generality of the waiver, release, and indemnity above. I hereby agree that should my yacht be damaged in any manner or to any extent by reason of such leading, towing, or other assistance, neither the boat, the owner thereof, the Releasees, nor any of them shall have any liability or responsibility whatsoever to me by reason of or as a result of such damage (including damage caused by the negligence of any of them), and I hereby waive, and agree not to assert any claim therefore.

I HAVE READ AND EXECUTED THIS WAIVER, RELEASE, AND INDEMNIFICATION FORM WHICH I AM RETURNING TO THE RACE COMMITTEE.

Skipper's Name: _____ **Yacht Name:** _____

Skipper's signature: _____ **Date:** _____