

## **Release, Waiver and Retention of Rights Agreement**

In consideration of acceptance of my entry and of the substantial volunteer efforts of the employees, representatives by/for the Sarnia Yacht Club / MORC stn 26, the undersigned hereby agrees as follows:

1. To waive any and all claims that I have or may in the future have against the association, its directors, members, employees, representatives, associated volunteers, successors, and assigns (all of whom are hereinafter collectively referred to as "the Releasees") and to release the Releasees from any and all liability for any loss, damage, expense or injury, including death that I may suffer or that my next of kin may suffer resulting from my participation in the 2016 Lake Huron Challenge ("Event" hereafter) and all actions related thereto, due to any cause whatsoever, including negligence, breach of contract, or break of any statutory or other duty of care on the part of the Releasees. I understand that negligence includes failure on the part of the releases to take reasonable steps to safeguard or protect me from the risks, dangers and hazards of the event referred to above.
2. To hold harmless and indemnify the Releasees from any and all liability for any damage to property of or personal injury to any third party, resulting from use of or presence on the premises or travel beyond the race route.
3. This release agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.
4. I acknowledge my responsibilities in participating in this event, for my decisions to start or continue to race in the event and to make certain that my boat, equipment and crew are seaworthy for the conditions which may be encountered during my participation.
5. I retain any and all rights against other competitors for any wrongful acts by them; and retain all rights against the Association, its directors, members, employees, representatives and associated volunteers for the event, which are not related in any way to my participation in, the preparations for, the racing, return, protests and removal of my boat from the site of the event.
6. This Release Agreement and any rights, duties and obligations as between the parties shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario in the Country of Canada and no other jurisdiction.
7. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario in the Country of Canada.
8. In entering into this Release Agreement I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of the activities other than what is set forth in this Release Agreement.

**I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

<u>Name (print)</u>	<u>Date of Birth (dd/mm/yy)</u>	<u>Signature</u>	<u>Current Date (dd/mm/yy)</u>	<u>Witness</u>
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	/ /		/ /	

HURON DOUBLE HANDED CHALLENGE

**Request for Entry**

Skipper

Full Legal Name:	
Address:	
Phone Number:	
Email Address:	
Previously Completed Challenges:	

Crew

Full Legal Name:	
Address:	
Phone Number:	
Email Address:	
Previously Completed Challenges:	

Yacht

Name:	Make/Class:	Year Built:
Sail No.:	Registration No./Documentation No.:	
LOA:	Rig:	Keel:
Hull Colour:	Deck Colour:	Spinnaker Colour(s):
PHRF Rating:	Attach Current PHRF Certificate:	

Course

<input type="checkbox"/> Lake Huron Goderich	<input type="checkbox"/> Lake Huron Shore
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Fees

(US Dollars, payable to "MORC stn 26", or use PayPal)	
U.S. Funds \$200.00	Late Fee (after June 17/16) \$230.00

Additional Items To be Included With Entry Request

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| <ul style="list-style-type: none"> <li>• Copy of current liability insurance (at least \$300,000.00)</li> <li>• Copy of identification</li> <li>• Copy of current PHRF certificate</li> <li>• Completed Equipment List</li> <li>• Check for entry fee in U.S. funds may payable to "MORC stn 26" 172 Conestoga Dr., Sarnia, ON N7S 6A3 (or make payment via PayPal)</li> </ul> |
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Send Entry Package To

Mail	Email
Kyle Griffin 172 Conestoga Dr. Sarnia, ON N7S 6A3	lakehurondh@gmail.com