

CUBA REGATTA/RALLY LIABILITY RELEASE AND
EXPRESS ASSUMPTION OF THE RISK AGREEMENT

I, _____, for myself, my family, heirs, and assigns, agree to **hold harmless, release, and indemnify** Pensacola Yacht Club, Inc., its related, companion, predecessor, successor corporations, their officers, directors, and all individual members of any of those entities, their employees, contractors, and assigns, from and against any demand, suit, or claim of any kind arising directly or indirectly out of my death, or injury of any sort, physical or mental, or loss or damage to my vessel, if any, in connection with the REGATTA/RALLY TO CUBA.

I UNDERSTAND AND AGREE THAT NONE OF THE RELEASED AND INDEMNIFIED PARTIES MAY BE HELD LIABLE OR RESPONSIBLE IN ANY WAY FOR ANY INJURY, DEATH, OR OTHER DAMAGES TO ME, MY VESSEL, IF ANY, OR MY FAMILY, HEIRS, OR ASSIGNS THAT MAY OCCUR AS A RESULT OF MY PARTICIPATION IN THE REGATTA/RALLY TO CUBA, EVEN IN THE EVENT THAT ANY OF THE RELEASED AND INDEMNIFIED PARTIES IS, WAS, OR MAY BE CLAIMED TO HAVE BEEN NEGLIGENT, WHETHER ACTIVE OR PASSIVE, OR STRICTLY LIABLE, AND/OR IN THE EVENT ANY VESSEL OR ANY PART OF IT WAS OR IS CLAIMED TO HAVE BEEN UNSEAWORTHY, EVEN IF THAT CLAIMED UNSEAWORTHINESS PREEXISTED THIS AGREEMENT. THIS HOLD HARMLESS AND INDEMNITY AGREEMENT APPLIES EVEN WHEN THE CLAIMED NEGLIGENCE OR UNSEAWORTHINESS OR BOTH CAUSED OR CONTRIBUTED IN ANY WAY, EVEN IN THE SLIGHTEST, TO MY DEATH OR INJURIES.

I am not being forced to sign this agreement. I am free to not participate in the Regatta/Rally and will be entitled to a complete refund of any entry fee I may have paid to do so. I specifically acknowledge that I fully informed myself of the contents of this Release before signing it and agree to all of its terms.

United States Admiralty and Maritime law will apply to all aspects of this agreement.

This ____ day of _____, 2015

Witnesses:

Signature:
