



# HAMILTON BURR REGATTA

HOSTED BY HUDSON RIVER COMMUNITY SAILING

SATURDAY SEPTEMBER 10, 2016

## LIABILITY RELEASE

WWW.HAMILTONBURR.COM

### SAFETY OBLIGATIONS OF SAILORS

All individuals sailing or participating in other programs at Hudson River Community Sailing (“HRCS,” activities collectively referred to as “HRCS Activities,” and participants collectively referred to as “Sailors”) must operate and navigate rented J24s safely and exercise good judgment with due consideration given to weather conditions (existing, forecasted and potential), the physical condition and skill level of all on board, Hudson River traffic, the condition of the boat, communications systems available, sailing area and restrictions, and other factors which may impact safety. Sailors must not sail with other sailors unless they are willing to accept this responsibility. All Sailors must wear a correctly fitting, secured and USCG approved personal floatation device when sailing, ensure that all crew are wearing appropriate boating footwear (non-marking soles) and always maintain a proper lookout for other vessels. Sailors agree to abide by all HRCS safety policies and procedures (the written policies and procedures are typically posted in the Pier 66 Boathouse and on the HRCS website and may be supplemented verbally).

### SAILORS RESPONSIBILITY FOR INJURY AND DAMAGES

Sailors are liable for all injuries and damages caused by or to rented J24s and equipment while they are in the boat, including costs relating to helmsmen or crew error or negligence.

### RELEASE

I acknowledge that participation in the Hamilton Burr Regatta and HRCS activities can involve the risk of injury or damage to property. I understand that due to the nature of these activities, such risks cannot be eliminated. I voluntarily accept all risk of injury resulting from participation in HRCS Activities.

In consideration of my being permitted to participate in the Hamilton Burr Regatta and HRCS activities, I agree to assume all of the risks and responsibilities of participation and I hereby release, waive, discharge, hold harmless, covenant not to sue and covenant to indemnify Hudson River Community Sailing, the Hamilton Burr Regatta, the City of New York, the New York City Department of Parks and Recreation, the New York City Department of City Planning and US Sailing and their collective board members, trustees, agents, officers, employees and contractors, all other Sailors, and all other persons associated or involved with the Hamilton Burr Regatta and HRCS activities, with respect to any and all liability for any harm, injury, damage, cost or expense of any nature whatsoever, including but not limited to suffering and death, which I may incur, regardless of the cause, while participating in, or in transit to or from, HRCS Activities. This waiver shall be interpreted under and governed by the laws of the state of New York. If any provision of this waiver is deemed so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

**I HAVE CAREFULLY READ THIS SAILING/PROGRAM AGREEMENT AND WAIVER, UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND BY ITS TERMS.**

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Emergency Contact Phone: \_\_\_\_\_