



**SINGLEHANDED SAILING SOCIETY
2010 Singlehanded TransPacific Yacht Race
Waiver, Release, and Indemnification**

IN CONSIDERATION OF THE ACCEPTANCE OF MY ENTRY IN THE 2010 SINGLEHANDED TRANSPACIFIC YACHT RACE CONDUCTED BY THE SINGLEHANDED SAILING SOCIETY AND ITS SINGLEHANDED TRANSPAC RACE COMMITTEE, I HEREBY CERTIFY AND 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 on June 19, 2010.

I acknowledge that I have sole responsibility for the safety of my yacht and crew and that I alone am responsible for deciding whether to start and continue sailing in the race.

I certify and agree that my yacht will be equipped and provisioned in accordance with the Notice of Race, Race Rules and Conditions and Sailing Instructions for the 2010 Singlehanded Transpacific Yacht Race, including any amendments thereto. I further agree to thoroughly familiarize myself and comply with the race's rules and requirements as embodied in the documents listed above.

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

- A. Waive and release any and all claims that I may have against the race's sponsors and the Singlehanded Sailing Society, its officers, directors, members, volunteer committee persons, employees and agents, or any of them, or their executors, administrators, heirs, next of kin, successors, or assigns (hereinafter 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 claim that I or the officers or members of my crew or my guests or any 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 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 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.

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

Skipper's Signature: _____ **Date Signed:** _____

If Skipper is not the Yacht's Owner:

Yacht Owner's Name(s): _____

Yacht Owner's Signature(s): _____