

The Leukemia Cup Regatta Waiver

IN CONSIDERATION of being given the opportunity to participate in The Leukemia & Lymphoma Society's **Leukemia Cup Regatta** ("Regatta"), I, for myself, my personal representative, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of sailing activities, and that I am qualified, in good health, and in proper physical condition to participate in such Regatta. Understand that the safety of my boat and that of her crew, and the decision whether or not to start or continue the race, are my responsibility and not that of the Regatta.

2. FULLY UNDERSTAND that:

(a) Sailing activities involve risk and dangers of serious bodily injury, including permanent disability, paralysis, and death ("risks");

(b) These risks may be caused by my own actions, or inactions, the actions of others participating in the Regatta, the condition in which the Regatta takes place, or the negligence of the "releases" named below;

(c) There may be other risks and social and economic losses not known to me or not foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs and damages I incur as a result of my participation in the Regatta.

3. AGREE AND WARRANT that I will examine and inspect each Regatta in which I take part and that, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Regatta and will refuse to take part in the Regatta until the condition has been corrected to my satisfaction.

4. HEREBY RELEASE, discharge, and covenant not to sue The Leukemia & Lymphoma Society, their administrators, directors, agents, officers, volunteers and employees, and other participants, regatta organizers, any sponsors, advertisers and, if applicable, owners and lessors of premises on which the Regatta take (each considered one of the releases herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against any of the releasees, I will indemnify and, save, and hold harmless each of the releasees from any litigation expenses, attorney fees, loss liability, damage, or cost which may incur as the result of such a claim.

I have read this agreement, fully understand its terms, and understand that I have given up substantial rights by signing it and have signed it freely and without any induction or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force.

I further acknowledge, that if I am the boat owner, that my boat is adequately insured and provides for liability coverage for the Regatta.

Regatta participants grant, at no cost, The Leukemia & Lymphoma Society the absolute right and permission to use their name, voice, image, likeness, biographical material as well as representations of the boats in any media world-wide (being television, print and internet media), including video footage, for the sole purposes of advertising, promoting, reporting and disseminating information regarding the Regatta and the participants in the Regatta.