

ADVENTURESS CUP WAIVER AND RELEASE OF LIABILITY

For and in consideration of Sound Experience (the "Organization") allowing me, the undersigned, to participate in any capacity in an Organization sanctioned, licensed or approved event or activity ("Event" or "Events"); I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and make the following contractual representations pursuant to this Agreement (the "Agreement"):

A. **RULES AND REGULATIONS:** I hereby agree to abide by the rules, regulations, and policies of the Organization, including any and all COVID---19 related safety measures required by the Organization.

B. **QUALIFICATIONS OF BOAT AND CREW INCLUDING CREW RELEASE OF LIABILITY.** I hereby agree to all of the conditions and rules for the Event, which I have read and understood. I hereby warrant that if I have entered a Boat in the Event, the boat that I have entered (the "Boat") will be outfitted, equipped, and handled in accordance with those conditions and rules, that the Boat and her equipment will comply in all respects with the Event's safety requirements, that she is seaworthy in hull, rig and gear, and that she will be properly manned by a qualified and competent crew. **I ALSO HEREBY WARRANT THAT ALL CREW WILL SIGN THIS OR AN EQUIVALENT WAIVER, ACKNOWLEDGMENT OF RISK, AND RELEASE.**

C. **ACKNOWLEDGMENT OF RISK:** I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sports of boating and sailing, and that participation in any Organization event involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants or natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event organizers and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks").

D. **VIDEO/PHOTO RELEASE:** I hereby give permission for Sound Experience Staff and/or any person acting on their behalf to photograph/video myself/my crew/my child and allow Sound Experience to use these pictures/videos as it sees fit. I release all publication rights to said photos and video. If, for any reason, you wish NOT to authorize release of photos or video, please attach a letter of explanation.

E. **ASSUMPTION OF RISK:** I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from negligent acts or omissions or other wrongful conduct by or on behalf of the Released Parties as defined below. I hereby voluntarily and knowingly assume all such Risks.

F. RELEASE: In consideration of my participation in any Event, I hereby release and waive any claims against the Organization, the organizers of the Event, their respective licensees, competition managers, promoters, sponsors, advertisers, beneficiaries, venue providers, and supporting organizations, together with the officers, directors, employees, volunteers and contractors of them (the "Released Parties"), for any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs and reasonable attorney fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Events, including claims for Liability caused in whole or in part by the negligent acts or omissions or other wrongful conduct of the Released Parties.

G. COMPLETE VOLUNTARY AGREEMENT AND SEVERABILITY CLAUSE: This Agreement represents the complete understanding between the parties regarding the matters discussed herein, and no oral representations, statements or inducements have been made that are not expressly stated in this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE, AND WAIVER FROM LIABILITY, AND AGREE TO BE FULLY BOUND.

By signing below, I (as the participant or as the Parent/Legal Guardian of the minor identified below) hereby accept and agree to the terms and conditions of this Agreement in connection with my (or the minor's) participation in any Event.

Event Participant Signature: _____

Printed Name: _____

Date: _____

If participant is under the age of 18:

Parent/Legal Guardian Signature: _____

Parent/Legal Guardian Printed Name: _____

Date: _____