



2020 Racing Season
CREW MEMBER RELEASE OF LIABILITY AND WAIVER FORM

All crew members must complete this form.

Crew Member Name _____ Skipper Name _____

Address: _____

Contact phone: _____ Email: _____

Name of emergency contact NOT ON THE BOAT: _____

Emergency Contact Phone _____

ASSUMPTION OF RISK AND WAIVER OF LIABILITY

The undersigned acknowledges that in consideration of the efforts of the host organization(s), and for its permission to participate in Coyote Point Yacht Club ("CPYC") sponsored event(s) (the "Event"), which includes my voluntary participation in its program, for myself and on behalf of my heirs, assigns and next of kin, I hereby agree to irrevocably and forever release and discharge CPYC, Coyote Point Park, Coyote Point Marina, San Mateo County Department of Parks and Recreation, its officers, directors, members, agents, employees, organizing committee, all volunteers, sponsors, and any and all other representatives and organizations involved in the Event, their officer, managers and volunteers from any and all claims, demands, cost, expenses and compensation arising out of or in any way related to any injury or other damage that may result to me for any personal injuries or wrongful death, or for any damage to personal property, while participating in any CPYC sponsored Event, including any physical or other injury caused by the negligence of any person while performing his/her duties at any time. I agree to abide by the rules of the U.S. Sailing Association, the ISAF racing rules of sailing, by the rules of the host organization, and any and all applicable local, state, federal and/or maritime laws. I am aware that boating is a hazardous activity and can involve contact with considerable force to include, but not limited to, contact with watercraft and/or other sailing participants. Further, I acknowledge that there is a risk of severe, permanent, physical injury including, but not limited to, drowning and/or death. For myself, and on behalf of my heirs, assigns and next of kin, I willingly and voluntarily accept and assume all such risk of participation.

I AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH THE KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF DAMAGE TO PERSONAL PROPERTY, PHYSICAL INJURY AND/OR DEATH INCLUDING, BUT NOT LIMITED TO, DAMAGE, PHYSICAL INJURY AND/OR DEATH CAUSED BY THE NEGLIGENCE OF ANY PERSON WHILE PERFORMING HIS/HER DUTIES. I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS AN ASSUMPTION OF RISK AND A WAIVER OF LIABILITY BETWEEN COYOTE POINT YACHT CLUB AND THEIR AFFILIATED ORGANIZATIONS AND/OR MYSELF. I RESERVE THE RIGHT TO PURSUE ANY AND ALL REMEDIES AVAILABLE TO ME AS TO OTHER ENTRANTS AND CREW OF THIS EVENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY MY SIGNING THIS FORM AND AGREEING TO THESE TERMS, AND I SIGN THIS RELEASE FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT OF ANY KIND. THIS WAIVER IS EXECUTED BY THE UNDERSIGNED NOTWITHSTANDING SECTION 1542 OF THE CALIFORNIA CIVIL CODE.

CREW MEMBER SIGNATURE: _____ DATE: _____