



# Waiver and Release of Liability and Indemnity Agreement One Copy to Be Signed by Each Owner & Crewmember On the FUBAR ODYSSEY 2009

I have decided to participate with my vessel ("Boat") identified below, or as a member of the crew or passenger on the Boat, in all or part of the FUBAR Odyssey Rally – 2009 ("FOR"). In consideration of the San Diego Yacht Club, a California corporation ("SDYC") and San Diego Sailing Foundation (SDSF), sponsoring and permitting my participation in the FOR, I hereby agree on behalf of myself, my spouse, my estate, my heirs, my insurers, my successors and my assigns (collectively "Successors") to release, discharge, hold harmless, and indemnify FOR, SDYC, SDSF, and their respective agents, Rally organizing committee members, officers, directors, shareholders, partners, members, advertisers, trustees, advisors, employees, contractors, insurers, successors, and assigns (collectively, "FUBAR and Related Parties") from any and all claims, liabilities, losses, demands, damages, causes of action, or costs including without limitation attorneys fees, known or unknown (collectively, "Claims") arising out of or in connection with my participation in the FOR including but not limited to injury, illness, loss of life, loss or theft, damage of personal property or damage or destruction of the Boat incurred during the FOR or during travel to and from or lodging during any travel to or from any point of embarkation or disembarkation (collectively "Travel"), even though the Claims may arise out of the negligent acts or omissions on the part of FOR and its Related Parties. I further hereby agree on behalf of my Successors to assume all risks of my participation in the FOR.

I understand that the FOR and Travel are recreational activities which may include strenuous physical activity and man-made and natural dangers including, but not limited to, dangers associated with national and international travel, in part upon the high seas, including, but not limited to, terrorist acts or criminal conduct by third parties, the construction, equipment, seaworthiness, provisioning, operation or maintenance of the vessel(s) upon which I travel, piracy and natural elements including, but not limited to, weather, and hereby assume all risks and consequences of the foregoing. I hereby represent that I have no physical condition(s), which would preclude me from participating in the FOR, and Travel and such physical activity related thereto or make me susceptible to such natural elements, and I agree that I will not participate in any physical activity, which might exceed my personal limitations. I understand that I am responsible for and assume the risk of my own physical condition and well-being and that of the Boat throughout the FOR and Travel.

I understand that the release contained herein is a general release of claims, both known and not now known to me. I further understand that I may in the future discover facts or Claims resulting from my participation in the FOR and Travel. Despite that possibility, I hereby agree to give up all Claims as provided in this agreement and I also agree to waive the benefits and rights given by California Civil Code Section 1542, which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF THE EXISTENCE OF THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

I agree that this agreement shall be interpreted under the laws of the State of California.

**I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT. I UNDERSTAND AND AGREE TO ITS TERMS INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO A RELEASE OF LIABILITY FOR NEGLIGENCE.**

Dated: \_\_\_\_\_, 2009.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Boat Name and CF or other  
Registration or Identification Number

IF A CREWMEMBER IS UNDER AGE 18, THIS MUST BE SIGNED BY A PARENT OR LEGAL GUARDIAN.