

## Indian Harbor Yacht Club General Waiver of Liability

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Name: \_\_\_\_\_ Cell #: \_\_\_\_\_ Date: \_\_\_\_\_

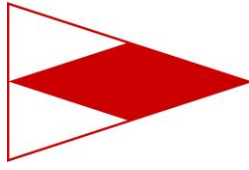
Email: \_\_\_\_\_

School or Schools representing (if applicable): \_\_\_\_\_

Alternate / Emergency Contact Name: \_\_\_\_\_

Alternate / Emergency Contact Cell #: \_\_\_\_\_

1. **AGREEMENT.** Subject to compliance with the obligations set forth below, Indian Harbor Yacht Club (“IHYC”) agrees to the use by the above named person (“Representative”), and when applicable, their represented sailor(s), of IHYC assets, including sailboats; IHYC buildings, equipment and grounds, and with the prior written permission of IHYC staff, use of powerboats to facilitate management of regattas, coaching, and/or safety.
2. **OBLIGATIONS:** The Representative and, when applicable, the sailor(s) and team(s) they represent hereby agree to:
  - A. Competently operate the vessels.
  - B. Have previously undergone appropriate training and licensing (e.g. CT State Powerboat Safety Certificate or equivalent).
  - C. Wear a U.S. Coast Guard (USCG) approved PFD at all times while operating the vessels.
  - D. Have undergone training in proper capsized recovery techniques for vessels being used, as applicable.
  - E. Have read and understood, and when applicable, have reviewed with represented sailor(s), the IHYC Safety Plan.
  - F. When applicable, use the provided kill-cord at all times while operating the vessel(s).
  - G. Survey equipment prior to use and ensure that it is in complete and working order.
  - H. Protect and preserve the vessels, the vessels’ equipment, the IHYC grounds and equipment, and other vessels and persons on the water.
  - I. Immediately notify IHYC of any damage to or repair needed to the vessel(s).
  - J. Indemnify and hold IHYC harmless from any and all claims of third parties, including crew or guests, arising from usage of the vessels by the Representative, their sailors and teams, regardless of fault.
  - K. Clean the vessels at the end of each usage such that they are in the same condition as at the beginning of that particular usage.
  - L. Properly secure the vessels at the end of each usage.
  - M. Comply with all instructions and requirements by IHYC Staff.
  - N. Comply with all IHYC rules of conduct by persons on IHYC grounds and property.



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### 3. MISCELLANEOUS:

- A. Competitors participate in IHYC regattas and practice entirely at their own risk. See *The Racing Rules of Sailing*, RRS 4, Decision to Race. IHYC and/or the organizing authority will not accept any liability for material damage or personal injury or death sustained in conjunction with or prior to, during or after the regatta and/or practice.
- B. IHYC may require a certificate of insurance to be provided listing IHYC as additional insured.
- C. IHYC reserves the right to refuse or rescind the right to use the vessel for safety reasons or for violating the terms of this Agreement.
- D. All vessels are required to be returned to IHYC in the same condition in which they were received.
- E. The cost of missing or damaged equipment shall be determined by IHYC and assessed to the Representative and, when applicable, their sailor(s), up to the full replacement value of the vessel(s).
- F. This Agreement and General Waiver of Liability shall be governed by and construed and enforced in accordance with the laws of the State of Connecticut, excluding those relating to conflicts of law and except to the extent preempted by United States admiralty law, and any claim or dispute that cannot be resolved by the parties will, at the option of either party, be submitted to binding arbitration by a single arbitrator under the rules of the American Arbitration Association. Any such arbitration shall be conducted in the Town of Greenwich or other location mutually agreed by the parties and the arbitrator. The costs of such arbitration shall be split equally by the parties unless the arbitrator directs otherwise.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date