

THE ROYAL ST. JOHN'S REGATTA COMMITTEE

2009 WAIVER AND RELEASE OF LIABILITY

NOTE: This document must be read in its entirety, signed and returned to the Regatta Committee before participating in any Regatta Committee activity.

In consideration of being allowed to participate in any activity organized and/or supervised by the Royal St. John's Regatta Committee (the "Committee"), the undersigned acknowledges, understands, and agrees that:

1. The risk of injury and/or death from participation in any activity on Quidi Vidi Lake exists, and no preplanning, rules, or equipment can remove all such risk, AND THEREFORE BY PARTICIPATING IN SUCH ACTIVITIES, I UNDERSTAND THAT I MAY BE SUBJECT TO SUCH RISK OR PERSONAL INJURY; AND
2. I KNOWINGLY, WILLINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS OF INJURY, both known and unknown, regardless of severity of risk and/or injury, EVEN IF ARISING FROM THE NEGLIGENCE OF THE ROYAL ST. JOHN'S REGATTA COMMITTEE, ITS EMPLOYEES, OR AGENTS, and
3. I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin (hereinafter collectively referred to as "I"), hereby release the Royal St. John's Regatta Committee, its employers, directors, members, officers, or any other agents, FROM ANY LIABILITY WHATSOEVER WITH RESPECT TO DISABILITY, DEATH, OR ANY AND ALL INJURY, LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER CAUSED BY THE NEGLIGENCE OF THE ROYAL ST. JOHN'S REGATTA COMMITTEE, ITS EMPLOYEES OR AGENTS, OR OTHERWISE; and
4. I HEREBY INDEMNIFY AND HOLD HARMLESS THE ROYAL ST. JOHN'S REGATTA COMMITTEE, its employees, directors, members, officers, or any other agents, OF ANY AND ALL CAUSES OF ACTION, CLAIMS, DEMANDS, LOSSES, OR COSTS OF ANY NATURE WHATSOEVER, arising out of or in any way related to my participation in the Regatta;
5. I HEREBY WAIVE ALL RIGHTS TO FILE OR PROSECUTE ANY CIVIL ACTION AGAINST THE ROYAL ST. JOHN'S REGATTA COMMITTEE, its employees, directors, members, officers or any other agents, FOR DISABILITY, DEATH, OR FOR ANY INJURY, LOSS OR DAMAGE TO PERSON OR PROPERTY IN ANY WAY RELATED TO OR RESULTING FROM MY PARTICIPATION IN ANY ACTIVITY ORGANIZED and/or SUPERVISED by the Committee.
6. The Royal St. John's Regatta Committee strongly encourages a smoke-free event. Please be respectful to all in attendance at the 2009 Royal St. John's Regatta and only smoke in the designated smoking areas.

I have read this agreement and fully understand the terms specified in items 1 through 5 listed above, and I am freely and voluntarily agreeing to such terms by signing below, thereby executing this agreement at St. John's, on the _____ day Of _____, 2009.

(Please Print) SURNAME _____ GIVEN NAMES _____

Date of Birth _____

Street Address, City, Province, Postal Code

Home Telephone Number Work Telephone Number

TEAM NAME: _____

IN EMERGENCY, Notify: _____
(Name and Telephone Number)

Signature _____

PARENTS/GUARDIANS NOTE: FOR PARTICIPANTS ABOVE WHO ARE NOT AT LEAST 19 YEARS OF AGE

This is to certify that, I, as parent/guardian with legal responsibility for the above-noted participant, and, for myself, my heirs, assigns and next of kin, HEREBY CONSENT AND VOLUNTARILY AGREE TO ALL TERMS AND CONDITIONS SET FORTH IN THE ABOVE AGREEMENT WITH RESPECT TO MY MINOR CHILD'S USE OF THE FACILITIES AND ANY AND ALL LIABILITIES RESULTING FROM THIS USE, by signing below.

Signature

NAME (PLEASE PRINT)

DATE