



2008 RNSYS RACING PROGRAM AND SCHEDULED REGATTAS
WAIVER, RELEASE & INDEMNIFICATION

I, _____ Skipper/Owner of the yacht _____
accept full responsibility for the conduct of each member of my crew and guests during the 2004 Racing Program and Scheduled Regattas. I acknowledge that I have sole responsibility for the safety of my crew and yacht.

The Royal Nova Scotia Yacht Squadron and all sponsors of the RNSYS Racing Program and Regattas are in no way to be held responsible for accidents, damage or injury to property or yachts, crew or guests arising from any cause during or related to any race activities of the RNSYS Racing Program and Regattas. Weather and sea conditions must be evaluated by each Skipper/Owner and his or her crew and each participant is responsible for determining whether it is safe for him or her to participate. The responsibility of wearing Personal Flotation Devices rests upon the Skipper/Owner. If assistance is provided by Committee vessels and personnel, it is at the risk of participants.

I hereby agree to all of the conditions for the RNSYS Racing Program and Regattas and shall inform each member of my crew of these conditions. I hereby warrant that my yacht will be outfitted, equipped and handled in accordance with these conditions; that she will have all the required equipment aboard; that she is seaworthy in hull, rig and gear; that she will be competently operated. I agree that the rating with my entry as filed with the Committee will be the applicable rating of the yacht at the time she starts the race.

In consideration of your accepting my entry for the RNSYS Racing Program and Regattas, I do for myself, my executors, my administrators and assigns waive and release any and all claims that I have against the Royal Nova Scotia Yacht Squadron and all sponsors of the RNSYS Racing Program and Regattas, their officers, directors, members, committee personnel, volunteers, employees and agents, or any one or more of them or their executors, administrator, heirs, next of kin, successors, or assigns, including any or all claims for damage caused by the negligence of any of them arising out of my participation or that of my yacht in the RNSYS Racing Program and Regattas and its related activities, including pre-start and post-finish operations and shore activities together with any costs and expenses including attorney's fees that may be incurred as a result of any such claim whether valid or not, and I do hereby agree to indemnify and hold harmless each of them against any such claims that any officer, member of my crew or one of my guests (or the executors, administrators, heirs, next of kin, and assigns of any of them) may have or assert together with any costs and expenses including attorney's fees and respect thereto.

I further acknowledge that my yacht is adequately insured and provides for liability coverage for the RNSYS Racing and Scheduled Regatta Programs. A copy of my insurance certificate is attached.

Dated at Halifax this _____ Day of _____ 2008

Skipper/Owner's Signature

Witness