THIS FORM MUST BE COMPLETED BY SKIPPERS OF ALL VESSELS PARTICIPATING IN PRYC RACING EVENTS

Name of Vessel:_____ (The "Vessel")
Skipper of Vessel:_____ (the "Skipper")

POINT ROBERTS YACHT CLUB - RELEASE & INDEMNITY

In consideration of the Point Roberts Yacht Club (the "Club") planning and running keel sailboat races, I, the undersigned hereby agree to the following terms and conditions for participation in keel sailboat racing events planned and run by or on behalf of the Club:

1. I acknowledge and agree that:

a. I am the skipper of the Vessel;
b. I will obtain and maintain third party liability insurance, which includes coverage while racing, in the minimum amount of $1,000,000;
c. As skipper of the Vessel it is my sole responsibility to:
   i. be aware of existing and anticipated weather conditions for the duration of the race;
   ii. be aware of the race course and any hazards that may be in, on or around the race course;
   iii. judge whether the Vessel and the crew are properly equipped, experienced and trained for racing the race course in the anticipated sea and weather conditions;
   iv. assess the race course, weather conditions and sea conditions and make the decision whether to race or not to race;
   v. reassess the race course, sea conditions and weather conditions during the race and make the decision whether to continue or abandon the race;
   vi. ensure that the Vessel is well found, seaworthy, and properly equipped to participate in each race;
   vii. ensure that the Vessel is equipped with all the necessary safety equipment;
   viii. ensure that all crew are equipped with appropriate personal flotation devises and wear them when appropriate;
   ix. ensure that all crew are fully advised of the location of all safety equipment on the Vessel and have been properly trained in its use.
d. the Club, being of modest resources and expertise, will not be inspecting the Vessel to determine whether it is well found, seaworthy, or properly equipped to participate in the races, nor will the Club assess the skill or competency of me or the crew of the Vessel to participate in keel sailboat races planned and run by or on behalf of the Club.

2. **I HEREBY RELEASE** the Club and its directors, officers, and members from any liability or responsibility for any loss, damage, expense or cost, including any loss, damage, expense or cost that results from personal injury or property damage related to the Vessel's participating in keel sailboat races planned and run by or on behalf of the Club, whether such loss, damage expense or cost is caused in whole or in part by the neglect, negligence, gross negligence or wilful misconduct of one or more of the Club, its directors, officers or members.

4. **I HEREBY INDEMNIFY** and save the Club and its directors, officers and members harmless from any and all liability, losses, damages, expense and costs arising as the result of any claims, suits, or actions brought by one or more crew of the Vessel against any one or more of the Club or its directors, officers or members arising from any personal injury while participating in a keel sailboat race planned and run by or on behalf of the Club whether such loss, damage expense or cost is caused in whole or in part by the neglect, negligence, gross negligence or wilful misconduct of any one or more of the Club, its directors, officers or members.

IN WITNESS WHEREOF the undersigned has executed this Agreement under seal on the day of , 2024

Skipper's Signature:_____ Witness's Signature: _____

(Print name:_____) (Print name: _____)