



WAIVER AND DEPICTION RELEASE

The signed Waiver and Depiction Release MUST be on file in order to complete registration. One must be on file for each sailor.

In consideration for my participation in US Sailing’s *Siebel Sailors Program* (the “Program”) at _____ on _____ (the “Host”), the undersigned participant (“Participant”) and, if such Participant is a minor, the Participant’s parent or legal guardian by countersigning below (“Parent/ Guardian”), on behalf of themselves and their respective heirs, executors, administrators, personal representatives and next of kin (collectively with Participant, “Releasers”), agree to the following:

- I hereby grant to the Program and Host, perpetually and irrevocably, the unconditional and exclusive right, title, and interest throughout the world to use, simulate, and portray Participant’s name, likeness, voice, personality, personal identification, and personal experiences, incidents, situations, and events, whether visual and/or audio, including without limitation photographs, videotape, film and other recordings, electronic or optical-based media, or any other form or medium whatsoever, whether now or hereafter existing, and of every kind and character (collectively “The Images”), which may be taken or taken of Participant while participating in any aspect of the Event. Participant and Parent/Guardian understand and agree that one or more of the Program and/or Host will be the owner(s) of any and all right, title, and interest in and to the Images, in any derivative works, and in any merchandising, advertising, promotional, and publicity rights and materials related thereto in all media of every nature whatsoever, whether now known or hereafter devised. Participant reserves no rights with respect to such uses. Participant and Parent/Guardian acknowledge the Program’s and the Host’s right, title, and interest in and advertisement, promotion, distribution, and sale of products or events directly or indirectly related to the Event and/or related programming or products. Participant and Parent/Guardian agree that the Program and Host shall have unlimited right to vary, change, alter, modify, add to, and delete from any depictions of Participant in the Images and to rearrange and/or transpose such depictions as each may determine. Participant and Parent/ Guardian hereby waive any right to inspect, review, or approve the Images and their use by the Program and the Host and acknowledge that they are to receive no payment with respect to any matter referred to herein and that any and all of the rights granted herein are freely assignable by Program and/or Host. **I HEREBY FOREVER WAIVE, RELEASE, AND DISCHARGE PROGRAM AND HOST AND THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, OWNERS, MEMBERS, MANAGERS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, SUCCESSORS, ASSIGNS, AND REPRESENTATIVES (EACH A “RELEASED PARTY”) FROM ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION THAT RELEASORS MIGHT NOW OR HEREAFTER HAVE FOR LIBEL, DEFAMATION, INVASION OF PRIVACY, RIGHT OF PUBLICITY, INFRINGEMENT OF COPYRIGHT OR TRADEMARK, OR VIOLATION OF ANY OTHER RIGHT ARISING OUT OF OR RELATING TO ANY UTILIZATION OF THE RIGHTS GRANTED UNDER THIS DEPICTION RELEASE.**
- I hereby acknowledge that serious accidents occasionally occur during sailing activities and that mortal or serious personal injuries and/or property damage or other loss may result from participation in the Event. Participant knowingly assumes all risks of participation in the Event, including all risk of personal injury and loss of or damage to Participant or his/her property, including further injury sustained as the result of the efforts of third parties who come to the aid of Participant if injured as a result of participation in the Event. Participant agrees to abide by all rules of the Program and the Host in connection with participation in the Event and understand that the failure to observe and obey such rules may result in instant revocation of Participant’s right to participate in the Event. I hereby forever waive, release, and discharge each Released Party from any and all claims, demands, damages, judgments, executions, rights of action, or causes of action, present or future, whether the same be known, anticipated or unanticipated, which a Releaser may have, or claim to have, against any Released Party resulting from death, personal injury, property damage or other loss Participant may sustain as a result of participating in the Event or other activities related thereto. **THIS RELEASE IS INTENDED TO DISCHARGE EACH RELEASED PARTY FROM ANY AND ALL LIABILITY ARISING OUT OF OR CONNECTED IN ANY WAY WITH PARTICIPANT’S PARTICIPATION IN THE EVENT EVEN IF THAT LIABILITY ARISES OUT OF NEGLIGENCE OR CARELESSNESS ON THE PART OF ANY RELEASED PARTY, EXCEPT GROSS NEGLIGENCE OR INTENTIONAL ACTS, OF ANY OF THE RELEASED PARTIES.**

PARTICIPANT NAME FULL NAME (PRINT)	SIGNATURE	DATE
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PARENT OR GUARDIANS FOR MINORS (UNDER 18 YEARS OF AGE)

The undersigned parent and/or natural or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to release each and all of the Released Parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said Party(ies) because of any defect in or lack of such capacity to so act and release said Party(ies) on behalf of all Releasers as specified herein.

PARENT/GUARDIAN FULL NAME (PRINT)	SIGNATURE	DATE
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