

WAIVER OF LIABILITY

NORTH SOUND

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21-25 MAR
2025

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REGATTA

2025 North Sound Maxi Regatta (“the Regatta”)

WAIVER OF LIABILITY FORM

YACHT NAME (**“the Yacht”**) **SAIL NUMBER**

I, _____, Captain of the Yacht _____, hereby certify that:

- 1) I am duly authorised by the Yacht’s owner (or charterer, as applicable) to make this certification on their behalf.
- 2) I agree and acknowledge that Valea Regattas Ltd is the Regatta organizing authority with which the Yacht’s owner (or charterer) has contracted for the purposes of entering and participating in the Regatta, and is the entity to which the Regatta entry fee has been or will be paid.
- 3) I have read and understood the February 2025 Notice of Race (NOR) and Sailing Instructions (SI) and agree to be bound by the terms thereof and by the 2025-28 Racing Rules of Sailing and other applicable rules including the IRC Rating Authority Rules and World Sailing Offshore Special Regulation Category 4.
- 4) The Yacht and its owner are covered for their civil liabilities arising out of in connection with the Yacht’s participation in the Regatta with liability cover of at least €10,000,000 (or equivalent in other currency).
- 5) The Yacht and its owner, crew and others on board have sufficient, valid insurances for all eventualities that might arise out of the Yacht’s participation in the Regatta. All of the Yacht’s insurance providers have been notified of the Yacht’s participation in the Regatta and all crew are adequately covered by appropriate civil liability insurance.
- 6) I am fully responsible for the decision to participate in each race and to continue racing at any time.
- 7) I have advised the crew about the dangers inherent in yacht racing and I am satisfied that every crew member has the necessary competence and experience to participate in the Regatta. I will ensure that no crew member races contrary to the terms of any ban imposed by World Sailing or any national authority.
- 8) I will take appropriate measures to ensure the safety of guests both underway and dockside.
- 9) The Yacht will be available for inspection at all times. If any alteration likely to affect the handicap or rating is made, e.g. to sails, rig, mast, ballast, trim, engine or propeller or otherwise, I will immediately notify the rating authority and race committee.

10) I understand and agree that the information given in the race entry and registration, and the race entry lists and results, will be maintained on the computer systems operated by the Regatta Organizers (as defined below) to be used in all aspects of race organisation.

11) I further agree to the terms and conditions set out below.

For all Crew and Guests sailing on board the Yacht

- i) I confirm that I have read and understood the terms set out herein and that by signing this Waiver of Liability Form I agree to be bound by its terms.
- ii) I understand and acknowledge that to the fullest extent permitted by law the **Regatta Organizers** (which term shall include but is not limited to Valea Regattas Ltd and Bitter End Yacht Club, all sponsors and other affiliated organizations and individuals including any associated company, consultant, race committee, race officer, support boat personnel and their respective servants, agents, representatives and volunteers involved with the Regatta) exclude all liability for property damage, personal injury and death sustained at sea or on land whether in conjunction with, prior to, during or after the Regatta and that if any assistance is provided by any Regatta support vessel or personnel, it will be at the sole risk of participants.
- iii) For myself and on behalf of my administrators, executors, heirs, next of kin and assigns, to the fullest extent permitted by law I hereby waive any and all claims, rights of action and any type of demand of any nature whatsoever against the **Regatta Organizers** including any and all claims for loss, damage or injury whether or not caused by the negligence of any of the foregoing parties and arising out of my participation or that of my Yacht in the Regatta and its related activities, including pre-start and post-finish operations and shoreside activities, and including any claim for costs and expenses including without limitation attorney fees incurred as a result of any such claim whether valid or not.
- iv) I understand and acknowledge that practising for and participating in the Regatta carries with it an inherent risk of injury and damage.
- v) I understand and acknowledge that the Captain is responsible for deciding whether the Yacht is seaworthy and/or fit to sail, and that the Captain and each individual crew member is responsible for confirming whether each crew member has sufficient competence and experience to participate in the Regatta in all conditions that may be encountered.

2025 North Sound Maxi Regatta Waiver of Liability

Name of Yacht: _____

Captain: _____

Signature of Captain: _____

Crew list, including all persons on board the Yacht during the Regatta, is as follows:

	First Name	Surname	*Under 18 Y/N	Nationality	Race Crew, Permanent Crew or Guest	Signature	Date	Name of Next of Kin	Next of Kin Contact Number
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