

BUFFALO LASER CLASS ASSOCIATION

ANNUAL PARTICIPATION AGREEMENT, ASSUMPTION OF RISK, RELEASE, AND INDEMNIFICATION

This Annual Participation Agreement, Assumption of Risk, Release, and Indemnification (Agreement) is entered into by the undersigned (Participant) in favor of the Buffalo Laser Class Association, an unincorporated association of ILCA / Laser sailors based in Western New York (BLCA), and the other Released Parties identified below. By signing, Participant agrees to the following terms for the entire calendar year in which this Agreement is signed.

1. COVERED ACTIVITIES.

This Agreement applies to all activities organized, sponsored, hosted, sanctioned, or facilitated by BLCA, including without limitation racing, regattas, practice sessions, clinics, training, coaching, social events, on-water and off-water gatherings, and any use of boats, equipment, facilities, or launch sites in connection with BLCA (collectively, the Activities). This Agreement also applies to Participant's use of any sailboat owned by BLCA or made available through BLCA's loaner or fleet program (each, a Loaner Boat), whether or not such use occurs during a scheduled BLCA event.

2. MEMBERSHIP DUES; LOANER BOAT DONATIONS.

Participants who own a sailboat and participate in BLCA Activities with that boat are required to pay annual membership dues to BLCA in the amount of \$50 (or such other amount as BLCA may set from time to time). Participants using a Loaner Boat are not required to pay dues but are encouraged to make a voluntary donation to BLCA to support maintenance of the loaner fleet. Membership dues and donations are paid to BLCA as an unincorporated association in support of its activities and are not consideration for use of any specific facility, instruction, or service. No payment, donation, or other consideration of any kind is required as a condition of releasing the Released Parties under this Agreement; the release set forth below is given freely and is supported by Participant's desire to participate in the Activities.

3. ASSUMPTION OF RISK.

Participant acknowledges that small-boat sailing, and dinghy sailing in ILCA / Laser-class boats in particular, is an inherently dangerous activity. ILCA / Laser-class dinghies are designed to be sailed by a single person, are highly responsive, and capsize easily and frequently in normal use. Participant understands and voluntarily accepts all risks associated with the Activities, including without limitation: capsize, turtling, and entrapment under sail or hull; collision with other boats, marks, docks, moorings, the bottom, or fixed or floating objects; being struck by booms, sheets, lines, hardware, or other equipment; falls; drowning, near-drowning, and aspiration; hypothermia and cold-water shock; heat illness, sunburn, and exhaustion; sudden or severe wind, lightning, and other adverse weather; mechanical or rigging failure; the negligence (but not the gross negligence or intentional misconduct) of other sailors, race officials, organizers, volunteers, coaches, and rescue personnel; the condition of any boat, equipment, facility, dock, ramp, mooring, or launch site; and serious bodily injury, permanent disability, paralysis, and death. Participant assumes all such risks, whether known or unknown, foreseen or unforeseen.

4. SOLE DECISION TO SAIL (RACING RULE 3).

Consistent with World Sailing Racing Rule of Sailing 3, the decision of any Participant to participate in or continue any Activity, to launch, to start, to continue racing or sailing, or to return to shore, is the sole responsibility of that Participant. BLCA, the other Released Parties, race committee personnel, organizers, and volunteers do not undertake to assess sea state, weather, Participant skill, or boat

condition for the Participant, and no act or omission by any of them, including the running, postponement, abandonment, or cancellation of any race or event, or the provision or non-provision of safety boats, shall be construed as a representation that conditions are safe for any particular Participant.

5. LOANER BOAT ELIGIBILITY AND ACKNOWLEDGMENTS.

If Participant uses a Loaner Boat, Participant additionally represents, warrants, and acknowledges to BLCA that:

1. Participant has prior experience sailing ILCA / Laser-class dinghies or comparable single-handed dinghies that capsize readily in normal use, and is competent to right such a boat from a capsize without assistance under the conditions in which Participant elects to sail;
2. Participant is a competent swimmer and will wear a properly fitted, US Coast Guard-approved personal flotation device at all times while on the water;
3. Participant accepts each Loaner Boat and all associated equipment **AS IS** and **WITH ALL FAULTS**, without any representation or warranty of any kind, express or implied, including without limitation any implied warranty of merchantability, fitness for a particular purpose, or seaworthiness, and Participant is solely responsible for inspecting the boat and equipment before each use and electing not to sail if the boat or equipment is not in suitable condition;
4. Participant will operate the Loaner Boat in a seamanlike manner, in conditions appropriate to Participant's skill, and in compliance with the Racing Rules of Sailing, all applicable Notices of Race and Sailing Instructions, and all applicable laws and regulations; and
5. Participant will promptly report to BLCA any damage to the Loaner Boat or its equipment occurring during Participant's use, and will reimburse BLCA for the reasonable cost of repair or replacement of any equipment lost or damaged due to Participant's gross negligence, willful misconduct, or use outside the scope of customary recreational sailing.

6. RELEASED PARTIES.

As used in this Agreement, Released Parties means, collectively: (a) BLCA; (b) BLCA's officers, directors, fleet captains, training directors, race officers, principal race officers, judges, organizers, coaches, instructors, volunteers, members, agents, and representatives, in each case in their capacity as such (collectively, the BLCA Personnel); and (c) any individual or entity that owns, lends, charters, or otherwise makes available a sailboat (including any Loaner Boat) or other equipment used in the Activities, in their capacity as such (each, a Boat Provider). The Released Parties are intended third-party beneficiaries of this Agreement and are entitled to enforce its terms directly.

7. RELEASE AND WAIVER OF CLAIMS.

To the fullest extent permitted by law, Participant, on behalf of Participant and Participant's heirs, executors, administrators, personal representatives, spouse, family members, and assigns, hereby **RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE** the Released Parties from and with respect to any and all claims, demands, actions, causes of action, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) of any kind, whether known or unknown, arising from or relating to Participant's participation in the Activities or use of any Loaner Boat or other equipment, including without limitation claims for personal injury, illness, disability, death, property damage or loss, and emotional distress, **EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES**. This release does not extend to claims arising from a Released Party's gross negligence, recklessness, or willful or intentional misconduct, nor to any liability that may not be released as a matter of New York law.

8. INDEMNIFICATION.

Participant shall indemnify, defend, and hold harmless the Released Parties from and against any and all claims, demands, actions, liabilities, losses, damages, costs, and expenses (including reasonable attorneys’ fees and costs of defense) brought by or on behalf of Participant, Participant’s heirs or estate, or any third party (including any spouse, family member, or guest of Participant), to the extent arising from or relating to Participant’s participation in the Activities, use of any Loaner Boat or other equipment, or breach of this Agreement, except to the extent such claim arises from the gross negligence, recklessness, or willful or intentional misconduct of the Released Party seeking indemnification.

9. INSURANCE; NO COVERAGE PROVIDED.

Participant acknowledges that BLCA does not provide health, accident, disability, life, or property insurance covering Participant or Participant’s boat or equipment. Participant is solely responsible for maintaining any insurance Participant deems appropriate, and Participant’s own insurance shall be primary with respect to any claim covered by this Agreement.

10. PHOTO AND MEDIA RELEASE.

Participant grants BLCA and its assigns the irrevocable right to use Participant’s name, likeness, voice, and image, as captured in photographs, video, audio, or other media in connection with the Activities, for any non-commercial purpose related to BLCA’s mission, including promotional, educational, fundraising, and reporting purposes, in any medium now known or later developed, without further notice, approval, or compensation.

11. TERM.

This Agreement is effective on the date signed below and remains in effect through December 31 of the calendar year in which it is signed, and continues in effect with respect to any claim arising during that period regardless of subsequent termination, withdrawal, or expiration.

12. GOVERNING LAW; VENUE; SEVERABILITY; ENTIRE AGREEMENT.

This Agreement is governed by the laws of the State of New York, without regard to its conflict-of-laws principles. The exclusive venue for any action arising from or relating to this Agreement shall be the state or federal courts located in Erie County, New York, and Participant consents to the personal jurisdiction of such courts. If any provision of this Agreement is held unenforceable, the remaining provisions shall remain in full force and effect, and the unenforceable provision shall be reformed to the minimum extent necessary to make it enforceable while giving effect to the parties’ intent. This Agreement constitutes the entire agreement between Participant and the Released Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, written or oral.

13. ACKNOWLEDGMENT.

PARTICIPANT HAS CAREFULLY READ THIS AGREEMENT, UNDERSTANDS ITS TERMS, UNDERSTANDS THAT IT IS A RELEASE OF LIABILITY AND A CONTRACT, AND HAS HAD A FULL OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH COUNSEL OF PARTICIPANT’S CHOOSING. PARTICIPANT SIGNS THIS AGREEMENT FREELY AND VOLUNTARILY, INTENDING TO BE LEGALLY BOUND.

PARTICIPANT

Signature: _____

Printed Name: _____

Date: _____

Address: _____

Phone: _____ Email: _____

Emergency Contact (Name / Phone / Relationship): _____

PARTICIPANT TYPE (check one):

Boat Owner — \$50 annual dues paid / enclosed. Sail #: _____

Loaner Boat User — voluntary donation enclosed: \$ _____ (optional).

Both (own a boat and may also use Loaner Boats).

IF PARTICIPANT IS UNDER 18

The undersigned parent or legal guardian represents that they have legal authority to sign on behalf of the minor named above, has read and agrees to this Agreement on the minor's behalf and on their own behalf, and agrees to be individually bound by Sections 7 (Release) and 8 (Indemnification) with respect to claims brought by or on behalf of the minor. The undersigned acknowledges that, under New York law, a parent's pre-injury release may not bar all claims a minor may bring upon reaching majority, and signs this Agreement with that understanding.

Parent/Guardian Signature: _____

Printed Name: _____

Date: _____