



## 43<sup>rd</sup> Honolulu and Centennial Race

# WAIVER, RELEASE AND INDEMNIFICATION FORM

1. I agree to comply with all rules, regulations and race instructions of the Transpacific Yacht Club (TPYC), the rules of US Sailing, the International and Inland Rules, and other rules under which the Race is sailed.
  
2. I for myself, my executors, administrators, heirs, next of kin, successors and assigns,
  - a. Waive and release any and all claims that I may have against the Transpacific Yacht Club, its Committees, the Honolulu Committee, Transpacific Yacht Race, their officers, directors, members, committeeperson, volunteers, sponsors, employees and agents, or any one or more of them or their executors, administrators, heirs, next of kin, successors and assigns (the "Releasees"), including any and all claims for loss or damage caused by the negligence of any of them, arising from my participation, or that of my yacht or any crew member thereof, in the Race and its related activities, including pre-start and post-finish operations, together with any costs, including attorney's fees and other expenses of investigation or litigation, that may be incurred as a result of any such claim whether valid or not, and
  
  - b. Agree to indemnify and hold harmless the releasees and each of them against any such claim that I or members of my crew or my guests or any one or more of them or their executors, administrators, heirs, next of kin, successors and assigns may have or assert and against any costs, including attorney's fees and other expenses of investigation or litigation with respect thereto.
  
3. I acknowledge that I have sole responsibility for the safety and operation of my yacht.
  
4. I hereby grant permission to the Transpacific Yacht Club, Honolulu Committee and their respective committees and staffs to transmit any and all communications from or to my yacht during the Race relating to position reports and other information relating to the progress of the yacht and the welfare of the crew during the Race whether the communications are with any government, public or private stations.

5. I acknowledge that after arrival at the finish line off Honolulu, my yacht may, at my request in case of emergency, be led by or taken in tow by a boat operated for the safety of race participants by volunteer committee person of the Honolulu Committee, or a representative of the Transpacific Yacht Club, and be led or towed to its mooring, or may at my request in case of emergency, take such a committee person aboard (who shall become a member of my crew) to assist in entering the Harbor and mooring, all without charge or expense to me; without limiting the generality of the waiver, release, and indemnity above. I hereby agree that should my yacht be damaged in any manner or to any extent by reason of such leading, towing or other assistance, or by reason of any failure or refusal to perform such leading, towing or other assistance, neither the boat, the owner thereof, the releasees, nor any of them, shall have any liability or any claim therefore.
6. I hereby authorize the Transpacific Yacht Club, its officers and agents, as well as the Honolulu Committee, to inspect my yacht to determine that I have complied with the rules and regulations of the Race and acknowledge that by making such inspection TPYC does not warrant the sea-worthiness of my yacht or the safety of the yacht and/ or its crew, that I take full responsibility therefore, and that the purpose of such inspection is to determine that my yacht is equally burdened with the other yachts in the Race so as to avoid any unfair advantage over other yachts in the Race.
7. I hereby grant permission to Transpacific Yacht Club, the Sponsors, and their duly appointed agents, to use for editorial, promotional, and commercial purposes, any and all images produced during the Transpacific Yacht Race of 2005 of my yacht and/ or crew.
8. In the absence of myself or my representative, I hereby authorize the Transpacific Yacht Club, its officers and agents, as well as the Honolulu Committee, to move and/or relocate the yacht while in the Ala Wai Basin, to facilitate the accommodation and mooring of the yachts involved with the Transpacific Yacht Race.

Dated \_\_\_\_\_ At \_\_\_\_\_

Signature of the Owner/

Charterer: \_\_\_\_\_

Yacht: \_\_\_\_\_

This entry requires signatures on pages, 3, 5, and 7

Mail the completed entry and entry fee check to the 2005 Transpac Entry Chairman:

Bill Lee  
 Wizard Yachts Ltd  
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