RELEASE, WAIVER AND RETENTION OF RIGHTS AGREEMENT

IN CONSIDERATION OF acceptance of my entry and of the substantial volunteer efforts of the directors, members, employees, representatives and associated volunteers for the Annisquam Yacht Club, and the Annisquam Yacht Club Junior Program. THE UNDERSIGNED HEREBY

1. WAIVES AND RELEASES ANY AND ALL CLAIMS FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR THE LIKE, INCLUDING THOSE OF NEGLIGENCE OR EQUIVALENT CONDUCT WHICH I MAY HAVE AGAINST THE HOST, ITS DIRECTORS, MEMBERS, EMPLOYEES, REPRESENTATIVES, ASSOCIATED VOLUNTEERS AND (if applicable) the UNITED STATES SAILING ASSOCIATION ("US SAILING") RESULTING FROM MY PARTICIPATING IN THE 2009 SQUAM DAY REGATTA ("EVENT"), AND ALL ACTIONS RELATED THERETO.

2. acknowledges my responsibilities in participating in this event, for my decisions to participate in this event, to start or continue to race in the event and to make certain that my boat, equipment and crew are seaworthy for the conditions which may be encountered during my participation. I am aware of the inherent dangers of this sport, and choose to voluntarily participate.

3. retains any and all rights against other competitors for any wrongful acts by them; and retains all rights against the Host, its directors, members, employees, representatives and associated volunteers for the event which are not related in any way to my participation in, the preparations for, the racing, return, protests and removal of my boat from the site of the event.

4. specially waives any statute, by incorporating its reference and citation herein, which may require such inclusion and reference in order to effect these provisions. If any provision of the agreement is not enforceable, such determination shall not affect the enforceability of the remaining provisions of this agreement. This agreement shall be construed under the laws and enforced in the courts of the Commonwealth of Massachusetts.

BOAT OWNER (and the SKIPPER, if different):

_____ _____

Print Name Sign Name

CREW:

_____ _____

Print Name Sign Name

Parent or Legal Guardian Signature:

_____

Dated: _____