

**STARS & STRIPES  
LIABILITY RELEASE AND WAIVER AGREEMENT**

Each of the undersigned participants, who have voluntarily elected to participate in sailing or riding aboard the Stars & Stripes vessel, UCSG document number 982108 (the "Vessel"), hereby stipulates and agrees:

**1. ASSUMPTION OF RISK**

I represent that I am physically sound and physically able to participate in sailing or riding aboard the Vessel (the "Activities"). I understand that the Vessel may be crewed by volunteers who may not be professionally trained to sail the Vessel. I RECOGNIZE THAT THERE ARE RISKS ASSOCIATED WITH PARTICIPATING IN THE ACTIVITIES AND THAT SAILING OR RIDING ABOARD THE VESSEL IS A HAZARDOUS ACTIVITY. I VOLUNTARILY AND FREELY CHOOSE TO ASSUME ALL RISKS AND DANGERS, INCLUDING THE RISK OF INJURY OR DEATH, THAT MAY BE ASSOCIATED WITH, OR RESULT FROM, MY PARTICIPATION IN THE ACTIVITIES.

**2. RELEASE FROM LIABILITY**

I agree, for myself and my heirs, to fully and forever discharge and release Carbon Performance Sailing, LLC, their officers, directors, agents, employees, skippers, crewmen, helmsmen, deckhands and volunteers (collectively, the "Releasees") from any and all liabilities, claims, demands, actions and causes of action whatsoever whether known or unknown based upon any injuries, costs, loss of services, expenses, actions and causes of action whatsoever whether known or unknown based upon any injuries, costs, loss of services, expenses and any and all damage claims whatsoever, whether caused by their NEGLIGENCE or for any other reason, on the account of, or in any way resulting from, personal injuries, conscious suffering, death or property damage to myself or to any other person or property, in any way connected with my participation in the Activities.

**3. COVENANT NOT TO SUE**

I agree, for myself and all my heirs, not to sue or attach any property of Releasees, initiate or to assist the prosecution of any claim for damages or cause of action which I or my heirs may have for property damage, personal injury or death arising from my participation in the Activities, whether or not caused by the acts, omissions or other fault of the Releasees.

**4. INDEMNITY AGREEMENT**

I agree, for myself and my heirs, to indemnify and hold harmless the Releasees from any loss, claims, action, causes of action, or proceedings of any kind which may be initiated by me or by any other person, entity or organization, including demands, judgments, costs, loss of services, expenses, or reimbursement of attorney fees incurred by participant, the Releasees or anyone else which in any way arise from the Activities or this agreement. I give permission to Releasees to obtain on my behalf any emergency medical treatment. In case of sickness, accident or injury, Releasees have my express permission to secure, at my expense, such medical treatment as is deemed necessary in the sole discretion of Releasees.

**5. CONTINUATION OF OBLIGATIONS and WAIVER**

I agree, for myself and my heirs, that the above provisions, including ASSUMPTION OF RISK, RELEASE FROM LIABILITY, COVENANT NOT TO SUE and INDEMNITY AGREEMENT shall continue in full force and effect now and at all future times. In the event of any dispute or controversy arising with respect to this Release and Liability Agreement, its interpretation, application and/or extinction, said dispute or controversy will be resolved by binding arbitration proceedings conducted by the American Arbitration Association ("AAA") in San Diego, California, pursuant to the commercial arbitration AAA rules then in effect.

**6. ACKNOWLEDGMENT**

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ EACH OF THE ABOVE PROVISIONS AND FULLY UNDERSTAND AND AGREE WITH EACH PROVISION. I HAVE READ AND FULLY UNDERSTAND AND ACCEPT EACH OF THE PROVISIONS OF THIS AGREEMENT. I HEREBY EXPRESSLY WAIVE THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHOSE PURPOSE, SUBSTANCE AND/OR EFFECT IS TO PROVIDE THAT A GENERAL RELEASE SHALL NOT EXTEND TO CLAIMS, MATERIAL OR OTHERWISE, WHICH THE PERSON GIVING THE RELEASE DOES NOT KNOW OF OR SUSPECT AT THE TIME OF EXECUTING THE RELEASE. This means, in part, that the undersigned is releasing unknown future claims. I hereby declare that I am over the age of 18, unless my parent or guardian has signed below and agreed to this release on my behalf.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
PRINTED Name of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Guardian if under 18

\_\_\_\_\_  
PRINTED Name of Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Staff Initials

**Participant Information:**

Phone: (\_\_\_\_\_) \_\_\_\_\_ Emergency contact and Phone: \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_