



## Wayzata Yacht Club – Apostle Island Station

### 2021 Championship Series

#### Notice of Race - Amendment 2

NOR 19. has been amended by replacing the existing verbiage with the following:

#### 19. RISK STATEMENT, DISCLAIMER OF LIABILITY; WAIVERS AND RELEASE

- 19.1. “**Event Organizer(s)**” means AIS/WYC Station, Inc. (“AIS”), Wayzata Yacht Club (“WYC”), Organizing Authority, Race Committee, Principal Race Officer (PRO), race officers, Protest Committee, judges, competition managers, fleets, sponsors, promoters, advertisers, licensors, venue providers, supporting organizations, host clubs and venue provider(s) (and each of their respective insurers, affiliates, shareholders, officers, directors, board members, personnel, supervisors, managers, employees, staff, licensees, contractors, officials, members, guests, volunteers, agents, representatives and all other persons or entities involved or associated with an **Event(s)**).
- 19.2. “**Event(s)**” includes without limitation race(s), series, cup(s), regatta(s), social(s), party(ies), and/or associated or related activity(ies) or event(s) sponsored, promoted, scheduled, conducted, or operated by **Event Organizer(s)**.
- 19.3. RRS *Rule 3*, “Decision to Race”, states: “The responsibility for a boat’s decision to participate in a race or to continue *racing* is hers alone.”
- 19.4. Each person (including without limitation competitor, *support persons*, volunteer, and/or spectator) attends and/or participates in **Event(s)** entirely at his/her own risk.
- 19.5. **ACKNOWLEDGEMENT OF INJURIES**. By attending or participating in **Event(s)**, each person knowingly, willingly, and voluntarily acknowledges and agrees that sailing, sailboat racing and/or associated **Event(s)** are potentially dangerous activities with inherent dangers, hazards and risks of injury and/or death [including without limitation hypothermia; drowning; personal injury; pain and suffering; trauma; bodily injury (including broken bones, head or neck injuries, and serious bodily injury); sickness, disease or illness (including without limitation **COVID 19**, virus and other infectious or communicable diseases); paralysis; dismemberment, disability and permanent disability; and/or loss or damage to boat, vehicle or personal property] (collectively, “**Injuries**”).
- 19.6. **ACKNOWLEDGMENT OF DANGERS**. Dangers, hazards and risks that may result in **Injuries** include without limitation: close physical proximity or contact with crew, skippers, other persons and/or other boats; weather, lake conditions or other acts of God (including without limitation cold water, gusts, downburst, straight line winds, strong winds, rough waves, sudden changes in weather, storms, etc.); boat or equipment failure; poor seamanship or boat handling errors by participant, participant’s boat or other boats; loss of balance on an unstable platform; fatigue;

falling overboard; exposure to extreme conditions and circumstances; facilities issues and/or premises conditions; inadequate (or failure by) protective equipment, safety equipment, or safety measures; accidents, contact or collision with other participants or natural or manmade objects; contact with (or actions or inactions of) others (including without limitation competitors, spectators, race officers, and others on the lake); receiving/giving assistance, aid, care, emergency care, advice, rescue, first aid, treatment or emergency medical services; situations beyond the control of the participants or **Event Organizer(s)**; act, error, omission or alleged negligence by participant or other participants; act, error, omission or alleged negligence or misconduct of attendees, spectators, **Event Organizer(s)**, or other boats or traffic on the water; AND/OR OTHER UNDEFINED, NOT READILY FORESEEABLE AND PRESENTLY UNKNOWN DANGERS, HAZARDS AND RISKS. The foregoing dangers, hazards, and risks are collectively "Dangers".

- 19.7. ASSUMPTION OF RISK. Each participant understands the **Injuries** may be caused in whole or in part or result directly or indirectly from **Dangers** or from the negligence of the actions, inactions, errors or omissions of participant, **Event Organizers**, or others. Each participant knowingly, willingly, and voluntarily assumes the risk of all such **Injuries** and **Damages**, whether known or unknown, or foreseen or unforeseeable. Each participant agrees to be responsible for damages, liabilities, losses, or expenses that are incurred by him/her as a result of his/her participation in any **Event(s)**. Participant also agree to be responsible for any **Injury** or **Danger** caused by participant at any **Event(s)**.
- 19.8. DISCLAIMER OF LIABILITY. EVENT ORGANIZER(S) WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY PRESENT AND FUTURE DEMANDS, ACTIONS, SUITS, AND CLAIMS, WHETHER KNOWN OR UNKNOWN, IN LAW OR IN EQUITY, IN CONTRACT, IN TORT, OR UNDER COMMON LAW, OR UNDER ANY STATE OR FEDERAL STATUTE OR OTHERWISE, (COLLECTIVELY, "CLAIM(S)"), INJURY(IES), DAMAGES, LOSSES, LIABILITY, ACCIDENT, COST, FEE OR EXPENSE (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS FEES) OF ANY KIND OR NATURE (COLLECTIVELY, "DAMAGES") TO ANY ATTENDEE, PARTICIPANT, RELEASORS (DEFINED BELOW), PROPERTY OR BOAT THAT MAY BE SUFFERED, BASED UPON, ARISING OUT OF, LOGICALLY, OR CAUSALLY RELATED TO, OR IN ANY WAY CONNECTED WITH PARTICIPATION IN OR PRESENCE AT ANY EVENT(S) (INCLUDING WITHOUT LIMITATION INJURIES, DAMAGES OR CLAIMS THAT MAY BE CAUSED BY OR ARISE OUT OF, IN WHOLE OR IN PART, BY NEGLIGENCE OR FAULT OF EVENT ORGANIZER(S)).
- 19.9. WAIVERS AND RELEASE OF LIABILITY
- 19.9.1. IN CONSIDERATION OF ATTENDANCE OR PARTICIPATING IN ANY **EVENT(S)**, TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTICIPANT (FOR THEMSELF AND ON BEHALF OF THEIR SPOUSE, EXECUTORS, ADMINSTRATORS, HEIRS, NEXT OF KIN, LEGAL AND PERSONAL REPRESENTATIVES, AND SUCCESSORS AND ASSIGNS, AND ANYON ELSE WHO MAY SUE ON BEHALF OF PARTICIPANT) (COLLECTIVELY, "**RELEASORS**") HEREBY FOREVER WAIVES, DISCHARGES, AND RELEASES ALL CLAIMS AGAINST EVENT ORGANIZERS FOR ANY **INJURIES, DANGERS, AND DAMAGES** OF ANY KIND OR NATURE THAT PARTICIPANT OR RELEASORS MIGHT SUFFER, BASED UPON, ARISING OUT OF, LOGICALLY, OR CAUSALLY RELATED TO, RESULT FROM, OR IN ANY WAY CONNECTED WITH PARTICIPATION IN OR PRESENCE AT ANY **EVENT(S)** (INCLUDING WITHOUT LIMITATION **INJURIES, DAMAGES OR CLAIMS** THAT MAY CAUSED BY OR ARISE OUT

OF, IN WHOLE OR IN PART, THE NEGLIGENCE OR FAULT OF **EVENT ORGANIZER(S)**).

- 19.9.2. WITHOUT LIMITING THE FOREGOING, PARTICIPANT FURTHER WAIVES, DISCHARGES AND RELEASES ALL EVENT ORGANIZERS FROM ALL CLAIMS, INJURIES, DANGERS, AND DAMAGES WHATSOEVER ON ACCOUNT OF EVENT ORGANIZER(S) AUTHORIZING (OR GIVING) ASSISTANCE, AID, CARE, EMERGENCY CARE, ADVICE, RESCUE, FIRST AID, TREATMENT OR EMERGENCY MEDICAL SERVICES (INCLUDING WITHOUT LIMITATION INJURIES, DAMAGES OR CLAIMS THAT MAY BE CAUSED BY OR ARISE OUT OF, IN WHOLE OR IN PART, THE NEGLIGENCE OR FAULT OF EVENT ORGANIZER(S)).
- 19.10. **AGREE NOT TO SUE**. ALL ATTENDEES, PARTICIPANTS AND **RELEASORS** WILL NOT SUE, OR MAKE ANY **CLAIM(S)** AGAINST, ANY **EVENT ORGANIZER** (AND SURRENDER ANY RIGHT ATTENDEE, PARTICIPANT OR **RELEASORS** MAY HAVE OR MAY LATER ACCRUE TO RECOVER, THROUGH A COURT OF LAW OR BY OTHER MEANS, COMPENSATION) FOR ANY **INJURIES, DANGERS, OR DAMAGES** BASED UPON, ARISING OUT OF, LOGICALLY OR CAUSALLY RELATED TO, OR IN ANY WAY CONNECTED WITH PARTICIPATION IN OR PRESENCE AT ANY **EVENT(S)** (INCLUDING WITHOUT LIMITATION SUITS, **CLAIMS, INJURIES OR DAMAGES** THAT MAY ARISE OUT OF NEGLIGENCE OR FAULT OF **EVENT ORGANIZER(S)**).
- 19.11. **CHILDREN & MINORS**. WHERE A MINOR OR CHILD PARTICIPATES IN ANY **EVENT(S)**, ALL PARENTS AND GUARDIANS HEREBY ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THE FOREGOING **ACKNOWLEDGMENTS, ASSUMPTION OF RISK, DISCLAIMER OF LIABILITY, WAIVERS AND RELEASE OF LIABILITY**, AND **AGREE NOT TO SUE** ON BEHALF OF, AND FOR, THEIR CHILD(REN) AND/OR MINOR(S).

Dean Drevlow

PRO

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