



# U.S. ADULT SAILING CHAMPIONSHIP

US Sailing  
1 Roger Williams University Way  
Bristol, RI 02809  
Bus:(401) 342-7900  
Fax(401) 342-7940

## RELEASE OF LIABILITY US Adult Sailing Championship

In consideration of the undersigned's participation in the U.S. Adult Sailing Championship ("the Regatta") sponsored by Gill, and other local sponsors (collectively, the "Sponsors") and hosted by Wayzata Yacht Club (the "Host") on 09/25/2018-09/29/2018, the undersigned participant ("Participant"), and if such Participant is a minor, the Participant's parent or legal guardian by countersigning below, on behalf of themselves and their respective heirs, executors, administrators, personal representatives and next of kin (collectively with Participant, "Releasers"), hereby forever waive, release and discharge each of the Sponsors, the Host and their respective parents, subsidiaries, affiliates, owners, members, managers, employees, officers, directors, agents, representatives, successors and assigns (each a "Released Party") from any and all claims, demands, damages, judgments, executions, rights of action or causes of action, present or future, whether the same be known, anticipated or unanticipated, which a Releaser may have, or claim to have, against any Released Party resulting from death, personal injury, property damage or other loss Releaser may sustain as a result of participating in the Regatta or other activities related thereto.

THIS RELEASE IS INTENDED TO DISCHARGE EACH RELEASED PARTY FROM ANY AND ALL LIABILITY ARISING OUT OF OR CONNECTED IN ANY WAY WITH RELEASOR'S PARTICIPATION IN THE REGATTA EVEN IF THAT LIABILITY ARISES OUT OF NEGLIGENCE OR CARELESSNESS ON THE PART OF ANY RELEASED PARTY.

Releasers hereby acknowledge that serious accidents occasionally occur during sailing activities and that mortal or serious personal injuries and/or property damage or other loss may result from participation in the Regatta. Releasers knowingly assume all risks of participation in the Regatta, including all risk of personal injury and loss of or damage to the Releasers or their property, including further injury sustained as the result of the efforts of third parties who come to the aid of Releaser(s) if injured as a result of participation in the Regatta, and release all other persons and entities mentioned above who might otherwise be liable to Releasers. Releasers agree to abide by all rules of the Sponsors and the Host in connection with participation in the Regatta and understand that the failure to observe and obey such rules may result in instant revocation of Releaser's(s') right to participate in the Regatta.

## DEPICTION RELEASE

The signed consent form MUST be on file in order to complete registration. One must be on file for each sailor. In consideration of the undersigned's participation in the 2018 U.S. Adult Sailing Championship ("the Regatta") sponsored by US Sailing, Gill, and other local sponsors (collectively, the "Sponsors") and hosted by The Foundry/Cleveland Yacht Club(the "Host") on 09/27/2018 – 09/30/2018 the undersigned participant ("Participant") and if such Participant is a minor, the Participant's parent or legal guardian by countersigning below ("Parent/ Guardian"), hereby grant to the Sponsors and the Host, perpetually and irrevocably, the unconditional and exclusive right, title and interest throughout the world to use, simulate and portray Participant's name, likeness, voice, personality, personal identification, and personal experiences, incidents, situations and events, whether visual and/or audio, including without limitation photographs, videotape, film and other recordings, electronic or optical-based media, or any other form or medium whatsoever, whether now or hereafter existing, and of every kind and character (collectively "The Images"), which may be taken or taken of Participant while participating in any aspect of the Regatta. Participant and Parent/Guardian understand and agree that one or more of the Sponsors and/or Host will be the owner(s) of any and all right, title and interest in and to the Images, in any derivative works, and in any merchandising, advertising, promotional and publicity rights and materials related thereto in all media of every nature whatsoever, whether now known or hereafter devised. Participant reserves no rights with respect to such uses. Participant and Parent/Guardian acknowledge the Sponsors' and the Host's right, title and interest in and advertisement, promotion, distribution and sale of products or events directly or indirectly related to the Regatta and/or yacht racing. Participant and Parent/Guardian agree that the Sponsors and the Host shall have unlimited right to vary, change, alter, modify, add to, and delete from any depictions of Participant in the Images and to rearrange and/or transpose such depictions as each may determine. Participant and Parent/Guardian hereby waive any right to inspect, review or approve the Images and their use by the Sponsors and the Host and



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acknowledge that they are to receive no payment with respect to any matter referred to herein and that any and all of the rights granted herein are freely assignable by Sponsors and/or Host. PARTICIPANT AND PARENT/GUARDIAN, ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES AND NEXT OF KIN (COLLECTIVELY, "RELEASERS"), HEREBY FOREVER WAIVE, RELEASE AND DISCHARGE EACH OF THE SPONSORS, THE HOST AND THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, OWNERS, MEMBERS, MANAGERS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, SUCCESSORS, ASSIGNS AND REPRESENTATIVES (EACH A "RELEASED PARTY") FROM ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION THAT RELEASERS MIGHT NOW OR HEREAFTER HAVE FOR LIBEL, DEFAMATION, INVASION OF PRIVACY, RIGHT OF PUBLICITY, INFRINGEMENT OF COPYRIGHT OR TRADEMARK, OR VIOLATION OF ANY OTHER RIGHT ARISING OUT OF OR RELATING TO ANY UTILIZATION OF THE RIGHTS GRANTED UNDER THIS DEPICTION RELEASE.

## CODE OF CONDUCT

### Introduction

Each competitor in a US Sailing event hereby pledges that he or she agrees to uphold the spirit of this US Sailing Code of Conduct (Code). This Code is not intended to establish a set of rules that will, by inclusion or exclusion, prescribe the appropriate behavior for competitors in every aspect of their participation in a Championship or Qualifier. Rather, the Code offers general principles to guide the conduct of competitors in situations that have ethical implications. The competitor commits to familiarization with this Code and understands that acceptance of its provisions is a condition of participation in a US Sailing event. Competitors who do not conform to this Code will be subject to the consequences of their actions, as specified below. The competitor has a right to a hearing if charged with a violation of this Code.

### Elements of the Code

Each competitor in a US Sailing event pledges they agree to abide by the Regulations and Bylaws of US Sailing with regard to alleged incidences of misconduct, and by the US Sailing SafeSport Handbook. The event is defined as running from on-site registration to departure from the venue at the conclusion of the event.

### Participation

- > Will abide by *The Racing Rules of Sailing (RRS)*, the US Sailing SafeSport Handbook, the US Sailing Regulations and Bylaws, all rules related to the Championship selection procedures as specified by US Sailing, the Championship Conditions, the Notice of Race and the Sailing Instructions for the Championship or Qualifier.
- > Are eligible to compete under all US Sailing rules.

### Fair Play and Conduct

>Will abide by *RRS* 2 and 69, and the US Sailing SafeSport Handbook.

### Drugs & Alcohol

- > Will abide by the US Sailing SafeSport Handbook.
- > Will abide by US Sailing Regulation 10.03 for Prohibited Substances as defined below:
  - > For Adult US Sailing championship events, no competitor shall use or possess, either on or off the water: marijuana or any other substance if possession is illegal under state or federal law
  - > For Junior and Youth events or for junior or youth competitors in any US Sailing championship, no competitor shall use or possess, either on or off the water:
    1. marijuana or any other substance if possession is illegal under state or federal law; or
    2. any alcoholic beverages.

### Sexual Abuse & Harassment

>Will abide by the US Sailing SafeSport Handbook and US Sailing Regulation 13.04 for Sexual Abuse & Harassment.

### Physical Abuse & Assault

>Will abide by the US Sailing SafeSport Handbook and US Sailing Regulation 13.05 for Physical Abuse & Assault.

### Bullying & Hazing

>Will abide by the US Sailing SafeSport Handbook and US Sailing Regulation 13.06 for Bullying & Hazing.

### Enforcement of the Code

- > Compliance with this Code depends primarily upon understanding the Code and voluntary compliance, secondarily upon reinforcement by peers, and, when necessary, upon enforcement through disciplinary action as outlined by the *RRS*, the US Sailing SafeSport Handbook, and the US Sailing Regulations and Bylaws.
- > If an incident is brought to the attention of the Organizing Authority, Host and/or the Protest Committee for the event alleging that a competitor has violated this Code, the Protest Committee shall protest the competitor and conduct a hearing that meets the requirements of Part 5, Section B of the *RRS*. The competitor has the right and option to voluntarily withdraw from the event rather than proceeding with a hearing. If the Protest Committee decides that the competitor has violated the Code and is not exonerated, it may
  - (a) remove some or all of the competitor's event privileges or benefits,



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(b) disqualify the competitor's boat from the race or races sailed nearest in time to that of the incident, or  
(c) disqualify the competitor's boat from all races in the event and exclude the competitor from the event or venue. Further action may be determined by the Protest Committee if warranted including considering calling a hearing under RRS 69.2(b) or remanding it to the US Sailing Review Board.

### Scoring

When a competitor withdraws from part of an event pursuant to the Code, the scores of all completed races shall stand for the purposes of determining the seeding of subsequent rounds or stages in the event. However, that competitor's boat/team will no longer be eligible to compete in the event, shall be removed from the final event scores, and each boat/team with a worse finishing place in the event shall be moved up one place. The same scoring applies if a boat is disqualified from the remaining races in an event.

I have read the above Code and agree to abide by it as a condition of my (or if under 18, my child's) participation.

Signature of Regatta Participant:

Print Name:

PARENT OR GUARDIANS FOR MINORS (UNDER 18 YEARS OF AGE)

The undersigned parent and/or natural or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to release each and all of the Released Parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said Party(ies) because of any defect in or lack of such capacity to so act and release said Party(ies) on behalf of all Releasors as specified herein.

Signature of Parent/Legal Guardian:

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

### MEDICAL FORMS



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#### MEDICAL AND EMERGENCY INFORMATION

NAME: \_\_\_\_\_ SEX \_\_\_\_ (M) \_\_\_\_ (F)

ADDRESS: \_\_\_\_\_  
*Street/P.O. Box*

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

PHONE: \_\_\_\_\_ (home) \_\_\_\_\_ (emergency cell)

DATE OF BIRTH: \_\_\_\_\_

DATE OF LAST Tdap (Tetanus/Diphtheria/Acellular Pertussis) SHOT: \_\_\_\_\_

CURRENT MEDICATIONS AND DOSAGE, IF ANY: \_\_\_\_\_

DETAILS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**ATTACH A COPY OF YOUR HEALTH INSURANCE CARD TO THIS FORM.**



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## Medical Consent Form

Only completely filled in forms will be accepted. Multiple-handed skippers and crew much EACH complete and sign separate copies of this form. Please attach a copy of your health insurance card.

NAME OF PARTICIPANT (printed): \_\_\_\_\_

NAME OF PARENT OR GUARDIAN (printed): \_\_\_\_\_

In the event of any accident or injury to me, or to the minor named above as the Participant, or in the event of my illness, or any illness of the minor named above as the Participant, while competing in a US Sailing Youth Event or while on the premises of the Host Club/Organization, if I am unable to consent, or I as parent or guardian am not present:

1. I hereby voluntarily consent to the furnishing to myself, or to the minor named above, of emergency first aid and such other medical care and treatment by any hospital or physician(s) as the hospital or physician(s) deem necessary or advisable or necessary including without limitation, x-ray examination, anesthetic and diagnostic procedures.
2. I authorize any officer or member of the Host Club/Organization to consent to such medical care or treatment.
3. I agree to pay the cost of such medical care or treatment and to hold the Host Club/Organization and US SAILING and its officers and members harmless from liability for such cost.
4. I give this authorization in advance of any specific diagnosis, treatment or hospital care being required in order to provide authority to render such care as the physicians rendering such care may, in their best judgement, deem advisable.

Signature of competitor (if over 18): \_\_\_\_\_ Date: \_\_\_\_\_

If the competitor is a minor: I understand that all efforts shall be made to contact me in the event of accident or injury to, or illness of, the minor named above, but medical care and treatment will not be withheld if I cannot be reached.

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

### IN CASE OF EMERGENCY CALL:

NAME	RELATIONSHIP	PHONE NUMBER

### PHYSICIAN WHO CONDUCTED YOUR MOST RECENT PHYSICAL EXAMINATION:

NAME	PHONE NUMBER	DATE OF LAST EXAM

HEALTH INSURANCE CARRIER	INSURANCE ID NUMBER

List here all allergies or medical conditions affecting the Participant:

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