



Version January 08

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 for my participation in the North American Challenge Cup (“the “Regatta”), organized by Chicago Yacht Club (the “Host”) and event sponsors (collectively the “Sponsors”) on July 31-August 3, 2009, 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 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 both on and off the water, including any related instructional, social, or awards events. Participant and Parent/Guardian understand and agree that Host will be the owner 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 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 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 it or its assignee may determine. The Images may be used for commercial, promotional, or any other uses. Participant and Parent/Guardian hereby waive any right to inspect, review or approve the Images and their use by Host and 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 Host, including to any Sponsors.

PARTICIPANT AND, IF UNDER 18, HIS OR HER PARENT/GUARDIAN, ON BEHALF OF PARTICIPANT AND PARTICIPANT’S RESPECTIVE PARENTS, GUARDIANS, HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES AND NEXT OF KIN (COLLECTIVELY, “RELEASORS”), HEREBY FOREVER WAIVE, RELEASE AND DISCHARGE EACH OF THE SPONSORS, THE HOST AND THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, OWNERS, MEMBERS, MANAGERS, EMPLOYEES, VOLUNTEERS, OFFICERS, DIRECTORS, AGENTS, SUCCESSORS, ASSIGNS AND REPRESENTATIVES (EACH A “RELEASED PARTY”) FROM ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION THAT RELEASORS 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 IMAGES (DEFINED ABOVE).

Signature of Participant: _____

Print Name: _____ **Date:** _____

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:** _____



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RELEASE OF LIABILITY

In consideration for my participation in the North American Challenge Cup (“the “Regatta”), organized by Chicago Yacht Club (the “Host”) and event sponsors (collectively the “Sponsors”) on July 31–August 3, 2009, the undersigned participant (“Participant”), and if such Participant is a minor, the Participant’s parent or legal guardian by countersigning below, on behalf of the Participant and the Participant’s respective parents, guardians, heirs, executors, administrators, personal representatives, and next of kin (collectively with Participant, “Releasors”), hereby forever waive, release, and discharge each of the Sponsors, Host and their respective parents, subsidiaries, affiliates, owners, members, managers, employees, volunteers, 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 Releasor may have, or claim to have, against any Released Party resulting from death, personal injury, property damage or other loss Releasors may sustain as a result of participating in the Regatta or other related activities (whether on or off the water).

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

Participant hereby acknowledges (and, if Participant is a minor, Participant’s parent or legal guardian also acknowledges) 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. Participant knowingly assumes (and, if Participant is a minor, Participant’s parent or legal guardian also assumes) all risks of participation in the Regatta, including all risk of personal injury or death to the Participant, and loss of, or damage to Participant’s property. Participant agrees to abide (and, if Participant is a minor, Participant’s parent or legal guardian also agrees Participant will abide) by all rules of Host in connection with participation in the Regatta and understand that the failure to observe and obey such rules may result in immediate expulsion from the Regatta and related activities.

Signature of Regatta Participant: _____

Print Name: _____ **Date:** _____

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:** _____