# GENERIC WAIVER FORM

*Reprinted from the Race Management Handbook, this is an example of a limited waiver, release and covenant not to sue. It is available here with a warning that you should not use it unless a local and knowledgeable sailing attorney has approved it and deemed it enforceable in your state*.

*It is impossible to draft a form that will be enforceable in all 50 states. Some states (e.g., California) may require a reference to a statute for the waiver to be valid. Other states may have similar requirements.*

*US Sailing prohibits the use of hold harmless and indemnification agreements. To learn more about Rule 82, go to rules.ussailing.org.*

**THIS AGREEMENT CONTAINS A RELEASE AND WAIVER – READ FIRST**

**RELEASE, WAIVER AND COVENANT NOT TO SUE**

The undersigned acknowledges that in consideration of the efforts of the host organization(s), for being allowed to participate in this regatta/races and the acceptance of this application to race, he/she does hereby waive and release any and all claims the undersigned may have against the hosts, their officers, trustees and committee members, measurers, judges, agents and representatives arising out of the activities required for the races on the water, and does further covenant and agree not to sue or bring any claim or claims of any nature whatsoever against the host organization(s) or any of the persons and officers named or unnamed, above who may be acting on the host’s behalf.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_