



2016 CANDY STORE CUP
DISCLAIMER OF LIABILITY & CREW LIST

Sailing Instructions - Exhibit 1

For the Captain or Owner

I, _____, Captain / Owner of the vessel _____,
hereby certify as follows:

- The yacht is currently and fully insured for Civil Liability, with Protection and Indemnity coverage in an amount at least equal to the value of the hull or agreed hull value whichever is greater of the yacht.
- The yacht's insurance carrier has been notified regarding the Vessel's participation in the 2016 Candy Store Cup and all crew and guests aboard are held covered.
- The yacht is seaworthy in all respects including hull, rigging and gear with all required safety equipment aboard and good working order.
- The Owner and Captain accept full responsibility for determining whether the yacht is seaworthy and fit to sail and that the crew is competent to manage the yacht in any conditions that may be encountered. In all circumstances, the Captain and Owner are fully responsible for the decision to participate in each race or to continue racing at any time.
- Captain and Owner further agree to all terms and conditions set forth below.

For the Crew and Guests aboard the Yacht

1. By signing this Disclaimer I agree to be bound by the terms of this Disclaimer of Liability, the Notice and Conditions of Race and the Sailing Instructions.
2. I understand and accept that the Regatta Organizers (as defined below) exclude all liability for property damage, personal injury or death sustained at sea or on land in conjunction with, prior to, during or after the Regatta to the fullest extent permitted by law.
3. I understand and accept that participating in or practicing for the Candy Store Cup may involve substantial risk of property damage and personal injury.
4. If assistance is provided by any Regatta support vessel or personnel, it is at the sole risk of the participants.
5. On behalf of my administrators, executives, heirs, next of kin and assigns and myself, I hereby waive any and all claims, rights of action or any type of demand of any nature whatsoever against the Candy Store Cup and the Organizers, including any or all claims for damage or injury caused by accident or by the negligence of any of them arising out of my participation or that of my yacht in the Regatta and its related activities, including pre-start and post-finish operations and shore activities, together with any costs and expenses including attorney's fees that may be incurred as a result of any such claim whether valid or not.
6. The term "Regatta Organizers" shall include, but is not limited to, Newport Shipyard and Bannister's Wharf, all sponsors and all other affiliated organizations and individuals including; any associated company, consultants or agents, race committee, race officer, support boat, employees and volunteers involved in the Candy Store Cup.

2016 Candy Store Cup Crew Disclaimer of Liability

Name of Yacht: _____

Owner/Captain: _____

Signature: _____

The Crew list, including all persons aboard the Yacht during the event, is as follows:

	FIRST NAME (PRINT BLOCK LETTER)	SURNAME (PRINT BLOCK LETTER)	GUEST, PERMANENT CREW, RACE CREW	SIGNATURE OF ACCEPTANCE	DATE
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Name of Yacht : _____

	FIRST NAME (PRINT BLOCK LETTER)	SURNAME (PRINT BLOCK LETTER)	GUEST, PERMANENT CREW, RACE CREW	SIGNATURE OF ACCEPTANCE	DATE
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