



America's Cup Endeavour Program

Guest Waiver and Release Terms and Conditions

This waiver and release (the "**Waiver and Release**") of the below named guest (the "**Guest**") is for the benefit of, and enforceable by, America's Cup Event Authority (Bermuda) Limited, America's Cup Event Authority LLC, Oracle Racing (Bermuda) Limited, Oracle Racing, Inc., the Golden Gate Yacht Club and any third party owner, provider, lessor, lessee, licensor or licensee of a Vessel (as defined below) or a Facility (as defined below) and any and all of their related entities, subsidiaries, affiliates, insurers, attorneys, team members, employees, officers, directors, members, shareholders, partners, representatives, administrators, members, Guests, agents, commercial partners, sponsors, endorsers, supporters and customers that currently exist or that may exist in the future (collectively, the "**Released Parties**").

RECITALS

WHEREAS, the Guest wishes to participate in the America's Cup youth sailing program known as the "Endeavour" program (or such other designation given from time to time) (the "**Program**"); and

WHEREAS, the on-shore elements of the Program will take place at facilities and on-land locations in and around Bermuda (each a "**Facility**" and together the "**Facilities**") and the on-water elements of the Program will take place on board a variety of different vessels including (without limitation) Hobie Wave sailboats, O'Pen Bics, RS Fevas, Optis, motorized rigid inflatable boats and/or other sail- and motor-driven vessels (each a "**Vessel**" and collectively, the "**Vessels**").

AGREEMENT

NOW, THEREFORE, in consideration of permitting the Guest to participate in the Program and/or be present at a Facility or on-board any of the Vessels, the Guest hereby unconditionally and irrevocably, represents, warrants, agrees and declares as follows:

1. I (a) am medically fit to attend and participate in all sailing or other activities aboard a Vessel, at a Facility or otherwise during the Program; (b) will fully comply at all times with all instructions and directions of any Program representative while at a Facility or on board a Vessel or otherwise participating in the Program; (c) understand that sailing activities on a Vessel, activities at a Facility, participating in the Program, or my permission to participate in those activities, may be cancelled at any time by any representative of the Program; (d) will immediately advise a Program representative if I feel anything to be unsafe at any time I am on a Vessel or at a Facility and will leave as soon as practical; (e) will not participate in activities on a Vessel if I am under the influence of intoxicating drugs; and (f) have obtained adequate medical, disability and/or life insurance or other monies to cover losses to myself.

2. I hereby freely acknowledge, accept and assume the risks that may arise from my participation in the Program and presence on-board a Vessel or at a Facility and agree

that such risks may include or arise from the following: (a) use of such Vessels involves an inherently high risk of damage or injury; (b) sailing or mere presence on any Vessel is an inherently hazardous activity that requires a certain level of physical agility and may be unsuitable for anyone undergoing medical treatment, and can involve, among other dangers, contact with considerable force, other unaffiliated watercraft, uncertain weather or other Program guests; (c) presence at a Facility or any areas adjacent to a Vessel present additional risks and dangers; and (d) other risks to me that are not known or not reasonably foreseeable. I understand that such risks may result in a full range of injuries, from minor to severe, including the possibility that I might suffer serious permanent disability, paralysis, drowning or death. This assumption of risk applies to all risks of personal injury, death, loss or property damage that result from my own actions, inactions, active negligence or passive negligence, or the actions, inactions, active negligence or passive negligence of the Released Parties or others (which may include negligent rescue operations or any other negligent acts, including those not in connection with the Program), the conditions of the premises and of any equipment used in connection with a Facility, any Vessel(s) and/or the Program.

3. I understand that the Program and/or my presence on any Vessel(s) or at a Facility may be photographed, televised and/or recorded. I grant the Released Parties and their designees and licensees the absolute and irrevocable right to use, modify, publish, publicly display and copy my name, likeness, picture, voice, biographical information, written or oral statements and any photographs, video, or sound recordings taken of me without compensation, for illustration, trade, advertising, marketing, promotion and in any and all media now existing or hereafter developed, throughout the world, without restrictions or limitations, in promoting or publicizing the Program, other official programs relating to the Program, the whole or any part of the America's Cup, any of the Released Parties and any related products, programs or services. I hereby waive any right of approval or claim to compensation for such use.

4. I hereby irrevocably release, waive, discharge and promise not to sue the Released Parties for the following: (a) any and all claims, liability, injury, death, losses or damages to my person or property arising from, attributable to or in connection with me being on a Vessel, at a Facility and/or otherwise participating in the Program, and (b) any and all claims and demands arising out of or in connection with any use, blurring, alteration, or use in composite form of my name, picture, likeness, voice, biographical information, written or oral statements or any photographs, video, or sound recordings taken of me, including, but not limited to, any claims for copyright infringement, defamation, invasion of privacy or right of publicity. This release and waiver applies to all risks of personal injury, death, loss or property damage, including risks that are not presently known or not reasonably foreseeable, that result from my own actions, inactions, active negligence or passive negligence or the actions, inactions, active negligence or passive negligence of the Released Parties or others (which may include negligent rescue operations or any other negligent acts, including those not in connection with the Program), the conditions of the premises and of any equipment used in connection with a Facility, any Vessel(s) and/or the Program.

5. I hereby agree that the America's Cup Event Authority (Bermuda) Limited has the right to enforce the terms of this Waiver and Release for the benefit of any of the other Released Parties.

6. I understand and agree that this Waiver and Release covers, without limitation: (a) all damages for personal injuries, mental distress, wrongful death, loss of consortium, loss of wages, loss of earning power or capacity, income or other pecuniary loss, medical and hospital bills, any other related expense or cost, and any and all property damages; (b) all such injuries and damages, even if caused by the fault or negligence, in whole or in part, of the Released Parties themselves, their employees, agents or representatives, or their contractors,

subcontractors, or their agents, employees and representatives; and (c) all such injuries and damages, however caused, even if I claim or contend they were caused in whole or in part by a dangerous or defective condition of a Released Party's property, facilities or equipment, including, without limit, a Vessel or a Facility.

7. I also agree to indemnify, defend and hold harmless each Released Party from (a) any and all claims, damages, liabilities, losses, fees and costs incurred in connection with any breach of this Waiver and Release; (b) any third party claims or threats of claims asserted arising from, related to or in connection with my being on a Vessel or at a Facility or otherwise participating in the Program; and (c) any claims or proceedings for personal injury, death or property loss brought by me or any of my personal or legal representatives, executors, administrators, successors and heirs arising from, related to or in connection with my being on a Vessel or Facility or otherwise participating in the Program.

8. This Waiver and Release is intended to be as broad and inclusive as permitted by law, and if any portion is held to be invalid, illegal or unenforceable under applicable law, I agree that such provision shall be interpreted or amended to the limited extent necessary to make such provision enforceable and to give effect to the intent of the Released Parties. If no such interpretation or amendment is possible, then the unenforceable term shall be severed from this Waiver and Release and shall not affect the validity and enforceability of the remaining terms. In any action to enforce this Waiver and Release, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

9. This Waiver and Release is binding upon and enforceable against me as well as my estate, personal representatives, legal representatives, executors, guardians, conservators, heirs, executors, administrators, next of kin and assigns and shall inure to the benefit of the Released Parties.

10. This Waiver and Release and any dispute or claim arising out of or in connection with it (including, without limitation, any dispute or claim relating to non-contractual obligations) shall be governed by and construed in accordance with the laws of Bermuda.

11. Any dispute or difference arising out of or in connection with this Waiver and Release shall be exclusively referred to and determined by arbitration conducted in Bermuda by a sole arbitrator appointed by agreement between the parties; or, in default of agreement, then the arbitrator is to be appointed by the Appointments' Committee of the Chartered Institute of Arbitrators Bermuda Branch.

12. This Waiver and Release shall not be construed against the drafting party, but rather shall be given a reasonable interpretation in accordance with its plain meaning. No waiver shall be effective unless it is in writing and executed by the party making the waiver and no waiver of any provision shall constitute a waiver of any other provision or a continuing waiver.

13. This Waiver and Release contains the entire agreement between the Guest and the Released Parties with respect to the subject matter hereof and may be modified or amended only by written agreement of the Guest and a representative of the Released Parties.

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If Guest is 18 years of age or older:

By my signature below, I represent that I have read, understand and consent to the terms of this Guest Waiver and Release.

Signature of Guest:

Name of Guest (please print clearly): Date:

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PARENTAL CONSENT

If Guest is under 18 years of age, the undersigned hereby represents and warrants that he or she is the parent or legal guardian of the Guest and has the full right and authority to enter into this Waiver and Release on the Guest's behalf, and, acting in such capacity, acknowledges and accepts the terms and conditions of this Waiver and Release in their entirety. Further, the undersigned, acting in their own right, agrees to indemnify, defend and hold harmless each and all of the Released Parties from all liability, damages, claims, fees or costs whatsoever as may be imposed upon said Released Parties as a result of (a) any claims or proceedings for personal injury, death or property loss brought by the Guest or any of the Guest's personal or legal representatives, executors, administrators, successors and heirs arising from, related to or in connection with the Guest being on a Vessel or at a Facility or otherwise participating in the Program; and (b) any third party claims or threats of claims asserted, arising from, related to or in connection with the Guest being on a Vessel or at a Facility or otherwise participating in the Program.

Signature of Parent or Guardian:

Name of Parent or Guardian (please print clearly):

Name of Guest (please print clearly):

Date:.....