

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 _____ Powerboating Course/Lesson _____ event ("the "Course"), sponsored by US SAILING, and hosted by _____ Nautical Solutions LLC _____ (the "Host") on _____ 20_____, 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 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 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 RIGHTS GRANTED UNDER THIS DEPICTION RELEASE.

PARTICIPANT (Signature): _____ **Date** _____

NAME (print) _____

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 Releasers as specified herein.

PARENT OR GUARDIAN

Signature _____ **Date** _____

PARENT/GUARDIAN NAME (Printed):
