

THE GRAND 8 SAILORS CIRCLE

Piazza G. Pedrazzini 7A CH-6600 Locarno

https://g8sc.ch

WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

I, ______ (print name), hereby acknowledge that I have voluntarily chosen to participate in the offshore passage #_____ (hereinafter referred to as "the Passage") organized by The Grand 8 Sailors Circle.

1. Acknowledgment of Risks

I understand and acknowledge that sailing and ocean passages involve inherent risks that may result in personal injury, death, property damage, delays, and related expenses. These risks include, but are not limited to:

- Adverse weather conditions and sea states
- Equipment failure
- Collisions with other vessels or objects
- Man-overboard situations
- Medical emergencies without immediate access to professional care

2. Assumption of Risks

I voluntarily assume all risks associated with my participation in the Passage, whether known or unknown, and whether caused by the negligence of the Released Parties or otherwise.

3. Release and Waiver of Liability

In consideration of being allowed to participate in the Passage, I hereby release, waive, and discharge The Grand 8 Sailors Circle, its representatives, agents, employees, and affiliates (collectively referred to as "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury that may be sustained by me or to any property belonging to me while participating in the Passage.

4. Indemnification

I agree to indemnify and hold harmless the Released Parties from any loss, liability, damage, or costs they may incur due to my participation in the Passage.

5. Fitness to Participate

I certify that I am physically fit, have sufficiently prepared for participation in the Passage, and have not been advised otherwise by a qualified medical professional.

6. Travel Insurance

I certify that I am fully covered by a personal travel insurance for the total duration of the Passage for medical expense including but not limited to costs for evacuation with use of an aircraft and repatriation.

7. Emergency Medical Authorization

In the event of injury or illness during the Passage, I authorize the crew to secure emergency medical treatment as necessary.

8. Media Release

I grant permission to the Released Parties to use my likeness in photographs, videos, or other media in any and all of its publications and promotional materials.

I don't grant permission to the Released Parties to use my likeness in photographs, videos, or other media in any and all of its publications and promotional materials.

9. Governing Law

This agreement shall be governed by and construed in accordance with the laws of Switzerland.

10. Severability

If any portion of this agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.

By signing below, I acknowledge that I have carefully read this agreement, fully understand its contents, and agree to be bound by its terms. I am aware that this is a release of liability and a contract between myself and the Released Parties.