



1 of 2

Eastport Pirate Festival & International Lobster Boat Race Waiver

I, Owner /Owner's Rep/Skipper /Person Responsible of the lobster or other boat entered into the Eastport Lobster Boat Race, accept full responsibility for the conduct of each member of my crew and guests during each race in which I participate. I acknowledge that I have sole responsibility of my crew and boat. I hereby acknowledge that I have received a copy of the rules, regulations and conditions regarding the race or have viewed them on line at the race website. I agree to all of the rules, regulations and conditions for the Race and shall inform each member of my crew of these rules, regulations and conditions. I further guarantee that my boat will be equipped and handled in accordance with these rules, regulations and conditions. I guarantee that the boat will have all the required equipment aboard; that she is seaworthy in hull, rig and gear; and that she will be completely and competently manned. I further agree that the Eastport Pirate Festival, including the Lobster Boat Race committee, and all of its sponsors and suppliers, personnel, volunteers, officials, officers, employees and agents are in no way to be held responsible for accidents, damages or injury to property or to boats, crew or guests arising from any cause during or related to any activities of the Race. Furthermore I understand and agree that weather and sea conditions will be evaluated by each Skipper and his crew and each participant is responsible for determining whether it is safe for them to participate. If assistance is provided by the Race Committee member vessels and personnel, it is at risk of the participants. I agree that the rating and other information provided with my entry as filed with the Race Committee is true and correct to the best of my knowledge.

In consideration of your accepting my Entry for the Race, I do for myself, my heirs, administrators and assigns waive and release any and all claims that I have against the Eastport Pirate Festival, including the Eastport Lobster Boat Race Committee, The City of Eastport, The Eastport Chamber of Commerce, any ambulance company providing service for the race and any sponsor of the race, including their officers, directors, officials, members, committee persons, volunteers, officials, representatives, employees and agents, or any one or more of their executors, administrators, heirs, next of kin, successors or assigns, 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 boat in the Race 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; and I do hereby agree to indemnify and hold harmless each of them against any such claims that an officer, member of my crew or one of my guests (or the executors, administrators, heirs, next of kin, and assigns of any of them) may have or assert together with any costs and expenses including attorney's fees with respect thereto.

Owner/Owner's Rep/Skipper/Person Responsible (circle one)

Date: _____

Name: _____

Name of boat(s): _____