

HORBA Ocean Racing LLC
and Historic Offshore Race Boat Association HORBA

**HOLD HARMLESS LIABILITY RELEASE, MEDIA RELEASE
AND INDEMNIFICATION AGREEMENT**

Whereas each of the undersigned individuals are desirous of participating in a **HORBA, Ocean Racing LLC** event and are doing so entirely upon his or her own initiative, risk, and responsibility. I/we am/are completely aware of and accept the risk and hazards inherent in the operation and handling of power boats and the risks of traveling to and from events.

Now therefore, in consideration of participation in and/or observing the **HORBA Ocean Racing , LLC event**, with or without charge, each of the undersigned individually, and/or as a representative of and/or on behalf of his or her spouse, child, or ward, team hereby release, discharge and covenant not to sue **HORBA Ocean Racing LLC** and/or their agents, officers, servants, representatives, and employees of and from any liability, claims, demands, actions, and all causes of action whatsoever arising of or related to any loss, damage, or injury, including fatal injury sustained while using, participating, traveling to or from and/or observing any **HORBA Ocean Racing LLC** event, whether or not caused by the negligence of **HORBA Ocean Racing LLC** or its employees, agents, officers, servants, representatives, participants, vessels or equipment.

This Release shall be binding upon the spouse, heirs, legal representatives, next of kin, executors, and administrators of each of the undersigned. In signing the foregoing Release, each of the undersigned acknowledges and represents that he/she has read the foregoing release and understands it and signs it voluntarily. The undersigned acknowledges and represents that he/she is at least eighteen (18) years of age and of sound mind; that he/she is legally sober from the effects of alcohol & drugs; that he/she has had the opportunity to have their counsel review this document prior to signing same, that he/she agrees to follow any and all instructions of any **HORBA Ocean Racing LLC** personnel while participating at any level or associating with **HORBA Ocean Racing LLC**; and that he/she is in good health, suffering from no physical disability which might impair his/her mental faculties and/or boat handling and swimming capabilities.

I understand any boating and related activities are inherently dangerous and involve a risk of serious injury and death. Despite the risk of injury, I agree to expressly assume all risks of injury or death to me, my property and others while participating and/or observing activities associated with **HORBA Ocean Racing LLC**. I understand there is an inherent danger and risk associated with the operation of power boats, which includes but is not limited to collision, spinning, ejection, rolling, sinking, and/or other violent actions which can result in injury or death to me and others. I further understand the **HORBA Ocean Racing LLC** has no air borne, water based, or land based safety personnel or equipment and I am participating and/or observing at my own risk.

The undersigned agrees to indemnify, defend and hold harmless **HORBA Ocean Racing LLC** and all of its subsidiaries, officers, directors, employees, agents and attorneys against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject as the result of participating, traveling to or from and/or observing any **HORBA Ocean Racing LLC** event and to reimburse **HORBA Ocean Racing LLC** and the indemnified persons for any legal or other expenses incurred by them in connection with any litigation, civil or criminal whether or not resulting in any liability.

All disputes, controversies or differences that may arise between the parties out of, or in relation to, or in connection with this agreement, shall be heard before a court of competent jurisdiction within Miami-Dade County, Florida and reasonable attorney's costs and fees shall be awarded to the prevailing party.

Media Release: In consideration of your permitting me to participate and/or observe in a **HORBA Ocean Racing LLC** production, here on known as the video, newsletter, DVD, T.V Show, or any other production as a result of participation in a **HORBA Ocean Racing LLC** event. I hereby acknowledge and I hereby grant to you the universal and perpetual right to use, and to grant others the right to use, my actual or simulated likeness, photograph, voice, personal characteristics, personal belongings, (i.e. boat, trucks, haulers, motorcycles), and other personal identification in all manner and any and all media (whether now known or hereafter devised) whatsoever in, and in connection with, the Video and any other productions.

I hereby release you from all liability and obligation to me of any and all nature whatsoever arising out of or in connection with the exercise of the rights granted above, including, without limitation, from any liability for violation of rights of privacy, publicity, defamation or any similar right. I hereby indemnify you against all claims, liability and expense respecting this Release. I agree that I shall be entitled to no consideration as a result of the exercise of the rights granted herein and that you may rely upon this letter in preparing and exploiting the Video and any other production.

The word "you" as used herein shall mean **HORBA Ocean Racing LLC** and its successors, assigns and licensees.

This document is implemented from the date of signature of the undersigned person/persons and it will be in effect for a period of six (6) years from the date of my signature.

Printed Name: _____

Signature: _____ **DATE** _____

