



# CREW LIST

(including Skipper)

To be submitted by 16h00 Tuesday 19th of September 2017

NAME OF VESSEL: \_\_\_\_\_

SKIPPER SIGN \_\_\_\_\_

	Surname	First Name	ID/ Passport No	Contact Number	NOK Name and No	No of MBR or Agulhas races done.
1						
2						
3						
4						
5						
6						
7						
8						

(Please print another of these forms if your crew exceeds 8)



**LIABILITY, WAIVER, CLAIMS, EXPRESS ASSUMPTION OF RISK & INDEMNITY FORM ASSOCIATED WITH THE MOSSEL BAY RACE  
AND RELATED ACTIVITIES**

I, the undersigned \_\_\_\_\_ in my personal capacity and on behalf of the owner/s of the Yacht \_\_\_\_\_ (hereinafter referred to as "the Yacht") freely accept and expressly assume all risk, danger and hazards that may arise from my participation and the participation of the yacht in the 2017 Mossel Bay Race which could result in personal injury, loss of life and damage or loss to property and to the yacht itself.

RELEASE OF LIABILITY, WAIVER OF CLAIMS & INDEMNITY: In consideration of my and the yacht's participation in the 2017 Mossel Bay Race, as well as the use of the facilities, moorings, crane and other equipment, provided and/or organised by the False Bay Yacht Club and/or Mossel Bay Boat and Yacht Club, I hereby undertake as follows:

1. To waive, release and indemnify the False Bay Yacht Club and/or Mossel Bay Boat and Yacht Club against any and all claims, however arising, and specifically but not limited to the involvement of the yacht in the 2017 Mossel Bay Race, use of all facilities, moorings, crane and other equipment provided by the False Bay Yacht Club and/or Mossel Bay Boat and Yacht Club, for any loss or damage resulting from bodily injury, loss of life or loss or damage to the yacht or property.
2. To release the officials, directors, employees, representatives, agents and volunteers of either the False Bay Yacht Club and/or Mossel Bay Boat and Yacht Club, from any liability and responsibility, whatsoever, for any claims or causes of action that I, my estate, heirs, executors or assigns or owner/s of the yacht may have for personal injury, damage or loss to property or wrongful death arising from my participation and the participation of the yacht in the 2017 Mossel Bay Race, arising from any cause whatsoever.
3. By executing this document, I, in my personal capacity and on behalf of the owner/s of the yacht, agree to hold the False Bay Yacht Club and/or Mossel Bay Boat and Yacht Club and/or any persons set out in paragraph 2 above, harmless for any injury or loss of life or damage to property, which may occur directly or indirectly in connection with my participation and the participation of the yacht in the 2017 Mossel Bay Race and indemnify them against any and all claims which may arise in this regard.
4. By signing this undertaking, I am not relying on any verbal or written representation or statement made by the False Bay Yacht Club and/or Mossel Bay Boat and Yacht Club and/or any persons set out in paragraph 3 above, other than what is set forth herein.
5. If any provision of this undertaking is found to be unenforceable or invalid, that such provision shall be severed from this contract the remainder of this undertaking will therefore be construed as though the unenforceable provision had never been contained in this document I hereby declare that I am competent and duly authorised to sign this undertaking.

**I HAVE READ THIS UNDERTAKING, UNDERSTAND THE TERMS, CONSEQUENCES THEREOF AND AGREE TO BIND MYSELF AND THE OWNER / THE YACHT THERETO.**

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**As witness**