



America's Cup Superyacht Regatta, Bermuda, June 2017
Waiver and Release Form – Part A (Disclaimer of Liability) - EXHIBIT 1

Boat International Media, the Royal Bermuda Yacht Club and America's Cup Event Authority (Bermuda) Limited welcomes you, the participant or guest whose name appears below (the "**Participant**") to the on-shore facilities in Bermuda which include, but are not limited to, any venue or hospitality facility used in connection with the Event (collectively, the "**Facility**") and/or aboard the superyacht or J Class yacht participating in the Event or any other race boat, charter boat, tender, chase boat, hospitality boat or other boat (collectively, the "**Vessel**") which any of the Released Parties uses in connection with the America's Cup Superyacht Regatta in Bermuda in June 2017 (the "**Event**") forming part of the 35th America's Cup ("**AC35**"). This waiver and release ("**Waiver and Release**") is for the benefit of, and enforceable by, Boat International Media, the Royal Bermuda Yacht Club, the America's Cup Event Authority (Bermuda) Limited, America's Cup Event Authority LLC, ACEA Operations Limited, ACBDA Limited; the Golden Gate Yacht Club, Oracle Racing, Inc., Oracle Racing (Bermuda) Limited, any third party owner, provider, lessor, lessee, licensor or licensee of a Vessel or a Facility, and any and all of their related entities, subsidiaries, affiliates, insurers, advisors, team members, employees, officers, directors, shareholders, partners, representatives, administrators, members, volunteers, agents, commercial partners (including, without limitation, official sponsors and/or official suppliers), that currently exist or that may exist in the future (collectively, the "**Released Parties**").

In consideration of the Released Parties permitting the Participant's presence or participation in any activities on the Facility or the Vessel, the Participant hereby unconditionally and irrevocably, represents, warrants, agrees and declares as follows:

1. I (a) am medically fit to attend and participate in all sailing and/or other activities which I shall attend or participate in aboard the Vessel and/or at the Facility or otherwise during the Event and AC35; (b) agree to be bound by and will fully comply at all times with the Notice of Race for the Event, the 2017 America's Cup Superyacht Regatta Sailing Instructions and The Racing Rules of Sailing during my participation in the Event; (c) will fully comply at all times with all instructions and directions of the Released Parties' representatives and the Vessel's skipper while aboard the Vessel and/or at the Facility; (d) will not participate in activities aboard the Vessel if I am under the influence of intoxicating drugs at the time; (e) will not consume alcohol in an irresponsible manner while attending or participating in any activities aboard the Vessel or at the Facility and agree that the Released Parties shall not be responsible for my actions if I violate this prohibition; (f) understand that sailing activities aboard the Vessel, activities at the Facility or my permission to participate in those activities, may be cancelled at any time by any representative of the Released Parties who has authority to regulate the relevant activity at their absolute discretion; and (g) have obtained adequate medical, disability and/or life insurance or other monies to cover losses to myself.
2. I understand, acknowledge and accept that (a) sailing or mere presence aboard the Vessel is an inherently hazardous activity and can involve, among other dangers, contact with considerable force, other watercraft, uncertain weather or other participants, (b) sailing is a sport that requires a certain level of physical agility and may be unsuitable for anyone with a physical disability or undergoing medical treatment, and (c) presence at the Facility and/or any areas adjacent to the Vessel or otherwise at the Event and AC35 presents additional risks and dangers. I understand that the risks noted above include a full range of injuries, from minor to severe, including the possibility that I might suffer serious

permanent disability, paralysis, drowning or death as a result of my participation in sailing activities on the Vessel or presence on the Facility.

3. I hereby freely acknowledge, accept and assume the risks that may arise from my participation in the Event and AC35 and presence on a Vessel or Facility (including, but not limited to the risks noted above and other risks to me that are not known or not reasonably foreseeable). This assumption of risk applies to all risks of personal injury, death, loss or property damage that result from my own actions, inactions, active negligence or passive negligence or the actions, inactions, active negligence or passive negligence of the Released Parties or those of others (which may include negligent rescue operations or any other negligent acts, including those not in connection with the Event and AC35), the conditions of the premises and of any equipment used in connection with the Facility, the Vessel, the Event and/or AC35.
4. I understand that the Event and other events forming part of AC35 may be photographed, televised and/or recorded. I grant the Released Parties and their designees and licensees the absolute and irrevocable right to use, modify, publish, publicly display and copy my name, image, likeness, picture, voice, biographical information, written or oral statements and any photographs, video, or sound recordings taken of me during the Event and other events forming part of AC35 without compensation on a perpetual basis, for illustration, trade, editorial, commercial, advertising, marketing, promotion and in any and all media now existing or hereafter developed, throughout the world, without restrictions or limitations, in promoting or publicising the Event, other events relating to this Event or AC35, the whole or any part of the America's Cup, the Released Parties and/or any related products, events or services. I hereby waive any right of approval or claim to compensation for any such use.
5. I hereby irrevocably release, waive, discharge and promise not to sue the Released Parties, to the maximum extent permitted by law, for the following: (a) any and all claims, liability, injury, death, losses or damages to my person or property arising from, attributable to or in connection with me being a Participant aboard the Vessel, at the Facility and/or otherwise in connection with the Event or AC35, and (b) any and all claims and demands arising out of or in connection with any use, blurring, alteration, or use in composite form of my name, picture, likeness, voice, biographical information, written or oral statements or any photographs, video, or sound recordings taken of me in connection with me being a Participant aboard the Vessel, at the Facility and/or otherwise in connection with the Event or AC35, including, but not limited to, any claims for copyright infringement, defamation, invasion of privacy or right of publicity
6. I understand and agree that this Waiver and Release covers, to the maximum extent permitted by law, without limitation:
 - a. all damages for personal injuries, mental distress, wrongful death, loss of consortium, loss of wages, loss of earning power or capacity, income or other pecuniary loss, medical and hospital bills, any other related expense or cost, and any and all property damages;
 - b. all such injuries and damages, even if caused by the fault or negligence, in whole or in part, of the Released Parties themselves, their employees, agents or representatives, or their contractors, subcontractors, or their agents, employees and representatives; and
 - c. all such injuries and damages, however caused, even if I claim or contend they were caused in whole or in part by a dangerous or defective condition of a Released Party's property, facilities or equipment, including, without limit, the Vessel and the Facility.
7. I also agree to indemnify, defend and hold harmless each Released Party from:

- a. any and all claims, damages, liabilities, losses, fees and costs incurred in connection with any breach of this Waiver and Release;
 - b. any third party claims or threats of claims asserted arising from, related to or in connection with my being a Participant aboard the Vessel or at the Facility or otherwise participating in the Event and AC35;
 - c. any claims or proceedings for personal injury, death or property loss brought by me or any of my personal or legal representatives, executors, administrators, successors and heirs arising from, related to or in connection with my being on a Vessel or Facility or otherwise participating as the Participant in connection with the Event and AC35.
8. This Waiver and Release specifically embraces each and every occurrence of my presence aboard the Vessel, at the Facility and/or otherwise during the Event and AC35, so that the Released Parties intended to be fully released and indemnified shall be fully and effectively released and indemnified for all of the above referenced occurrences.
 9. This Waiver and Release is intended to be as broad and inclusive as permitted by law, and if any portion is held to be invalid, illegal or unenforceable under applicable law, I agree that such provision shall be interpreted or amended to the limited extent necessary to make such provision enforceable and to give effect to the intent of the Released Parties. If no such interpretation or amendment is possible, then the unenforceable term shall be severed from this Waiver and Release and shall not affect the validity and enforceability of the remaining terms. In any action to enforce this Waiver and Release, the prevailing party shall be entitled to recover its reasonable legal costs (including attorneys' fees).
 10. This Waiver and Release is binding upon and enforceable against me as well as my estate, personal representatives, legal representatives, executors, guardians, conservators, heirs, executors, administrators, next of kin and assigns and shall inure to the benefit of the Released Parties. In the event that any of the Released Parties is precluded from directly enforcing this Waiver and Release for its own benefit, I hereby agree that the America's Cup Event Authority (Bermuda) Limited has the right to enforce this Waiver and Release for the benefit of any such Released Parties.
 11. I acknowledge and agree that I have been advised, or had the opportunity to be advised, by independent legal counsel of my own choosing in connection with the execution of this Waiver and Release.
 12. This Waiver and Release shall not be construed against the drafting party, but rather shall be given a reasonable interpretation in accordance with its plain meaning. No waiver of any provision of this Waiver and Release shall be deemed or shall constitute a waiver of any other provision nor shall a waiver constitute a continuing waiver. No waiver shall be effective hereunder unless it is in writing and executed by the party making the waiver.
 13. This Waiver and Release and any dispute or claim arising out of or in connection with it (including, without limitation, any dispute or claim relating to non-contractual obligations) shall be governed by and construed in accordance with the laws of Bermuda.
 14. Any dispute or difference arising out of or in connection with the Agreement shall be exclusively referred to and determined by arbitration conducted in Bermuda by a sole arbitrator appointed by agreement between the parties; or, in default of agreement, then the arbitrator is to be appointed by the Appointments' Committee of the Chartered Institute of Arbitrators Bermuda Branch.
 15. I UNDERSTAND THAT BY SIGNING AGAINST MY NAME AS LISTED IN PART B (CREW LIST AND DECLARATIONS) BELOW, I REPRESENT THAT I HAVE READ, UNDERSTAND, CONSENT TO AND AGREE TO BE BOUND BY THE TERMS OF THIS WAIVER AND RELEASE.

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Waiver and Release – Part B (Crew List and Participant Declarations)

ADDITIONAL TERMS APPLICABLE FOR THE CAPTAIN OR OWNER

I, _____, Captain / Owner of the Vessel _____, in order to comply with the laws of Bermuda while sailing in the waters surrounding Bermuda, hereby certify that:

1. The Vessel and its owner are validly covered for their civil liability - all material and immaterial damages included - within the conditions of this type of private nautical race; and this with a minimum guarantee of €5,000,000 (or the equivalent in other currencies). (NOR Part 1, Section 8 INSURANCE).
2. The Vessel's insurance carrier has been notified regarding the Vessel's participation in the Event and all crew and guests aboard are held covered.
3. All crew members of other nationality are covered by appropriate civil liability insurance.
4. Captain and Owner / Charterer further agree to all terms and conditions set forth below.

Name of Vessel: _____
Owner/Captain: _____
Signature: _____

DECLARATION BY ALL PARTICIPANTS ABOARD VESSEL

BY SIGNING AGAINST MY NAME AS LISTED IN THE CREW LIST BELOW, I REPRESENT THAT I HAVE READ, UNDERSTAND, CONSENT TO AND AGREE TO BE BOUND BY THE TERMS OF THIS WAIVER AND RELEASE SET OUT IN PART A – DISCLAIMER OF LIABILITY.

	First Name	Surname	Permanent crew/race crew/guest	Signature	Date
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	First Name	Surname	Permanent crew/race crew/guest	Signature	Date
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DECLARATION BY ALL PARTICIPANTS ABOARD SUPPORT BOAT

BY SIGNING AGAINST MY NAME AS LISTED IN THE CREW LIST BELOW, I REPRESENT THAT I HAVE READ, UNDERSTAND, CONSENT TO AND AGREE TO BE BOUND BY THE TERMS OF THIS WAIVER AND RELEASE SET OUT IN PART A – DISCLAIMER OF LIABILITY.

	First Name	Surname	Permanent crew/race crew/guest	Signature	Date
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DECLARATION BY PARENT OR GUARDIAN OF ALL PARTICIPANTS WHO ARE UNDER 18

If Participant is under 18 years of age, the undersigned hereby represents and warrants that he or she is the parent or legal guardian of the Participant and has the full right and authority to enter into this Waiver and Release on the Participant’s behalf, and, acting in such capacity, acknowledges and accepts the terms and conditions of this Waiver and Release in their entirety. Further, the undersigned, acting in their own right, agrees to indemnify, defend and hold harmless each and all of the Released Parties from all liability, damages, claims, fees or costs whatsoever as may be imposed upon said Released Parties as a result of (a) any claims or proceedings for personal injury, death or property loss brought by the Participant or any of the Participant’s personal or legal representatives, executors, administrators, successors and heirs arising from, related to or in connection with the Participant being on a Vessel or at a Facility or otherwise participating in the Event and AC35; and (b) any third party claims or threats of claims asserted, arising from, related to or in connection with the Participant being on a Vessel or at a Facility or otherwise participating in the Event and AC35.

Signature of Parent or Guardian if Participant is under 18: _____
Name of Parent or Guardian (please print clearly): :
Name of Participant: _____
Date: _____