

**Terms and Conditions for Participation in the
Semana Nautica Summer Sports Festival
and
Agreement for Indemnification and Release of Liability**

The Semana Nautica Association, Inc. retains the sole right and discretion to accept or reject any application for an event. In the event that this agreement is accepted, the parties to this agreement are the organization or other such entity as stated below, as well as the individual representative of that organization, in a personal capacity.

By signing below, the undersigned applicant hereby states his/her/its affirmative agreement and understanding that only events sanctioned by the Semana Nautica Association, Inc. will be included in the promotional material prepared by the Semana Nautica Association, Inc. and distributed to the media. In the event this application is accepted, the undersigned acknowledges that the Semana Nautica Association, Inc. has no duty to promote the undersigned's event unless as may be agreed by the Semana Nautica Association, in writing.

In the event that the Semana Nautica Association, Inc. makes official sports festival awards available to event organizers, such awards may be purchased and distributed by the undersigned event organizer only for approved Semana Nautica events. Of course, you can use other awards, but this is on the condition that none of the words "Semana Nautica," "Semana Nautical Sports Festival," or any derivation thereof, or the Semana Nautica Association logo, appear on the award. If you are interested, we may be able to recommend some sources for awards and T-shirts in future correspondence.

The Semana Nautica Association, Inc. fully supports and endorses the principles on which the American Disabilities Act is based and requires all event organizers to undertake whatever reasonable steps are necessary to ensure full community participation in Semana Nautica events.

By signing below, the undersigned affirmatively agrees that the event as herein contemplated must be open to the public, that no spectator admission fees may be charged, and that any participant entry fees charged will be used only to meet event expenses, and will not generate funds for non-Semana Nautica activities or events. Further, the undersigned agrees to hold and conduct the event in accordance with all applicable local, State, and Federal laws.

The undersigned agrees to assume all liability and expenses for holding the event (including awards for purchase, participant insurance, facility and equipment rentals, and all other related expenses). The undersigned shall acquire liability insurance for the event with single limit coverage of not less than One Million Dollars (\$1,000,000.00), and combined, aggregate coverage of not less than Two Million Dollars (\$2,000,000.00). The undersigned must require all event participants to sign a comprehensive release and waiver of liability for the benefit of the Semana Nautica Association, Inc. prior to participating in the event. The release and waiver must also include a release of any right, claim, or action the participant may have for the use of his/her name, image, voice, likeness, sound and other such characteristics for the purpose of advertising, promoting, selling or otherwise merchandising the Semana Nautica Association, Inc. or Semana Nautica Summer Sports Festival. This means that any photos, videos, or other such media taken of the participants, by the Semana Nautica Association and/or the City of Santa Barbara is the property of the Semana Nautica Association and/or the City of Santa Barbara and can be used for whatever purpose as said entities see fit. The undersigned is therefore hereby required to have its participants agree to such use of their name, image, voice, likeness, sound, and other such characteristics.

The undersigned shall keep all such release and waiver forms for a period of two (2) years after the event, or, shall deliver a copy of all such release and waiver forms to the Semana Nautica Association, Inc.

In consideration of the acceptance of this entry, the undersigned does hereby, for himself/itself, his/her heirs, executors, administrators, successors and assigns voluntarily release, waive, relinquish and forever discharge any action or causes of action for personal injury, property damage, wrongful death, breach of contract, or other such cause of action or claim which the undersigned may currently have, or which may accrue to the undersigned, against the Semana Nautica Association, Inc., and any of their/its respective directors, officers, sponsors, agents, representatives, servants, or employees, for any and all damages and injuries which may be suffered or sustained by the undersigned or any participant in the event, arising out of travel to, participation in, or returning from the event. Event Organizer Initials: _____.

The undersigned hereby agrees to indemnify, defend, and hold harmless the Semana Nautica Association, Inc. and/or the City of Santa Barbara, and any of their/its respective directors, officers, sponsors, agents, representatives, servants, or employees from and against any and liability arising from any third party claims or causes of action for personal injury, property damage, wrongful death, breach of contract, or other such cause of action, caused by, arising out of, or relating in any way to the event as contemplated herein this application except to the extent such claims arise out of negligence or willful misconduct of the Semana Nautica Association, Inc. and/or City of Santa Barbara.

In the event of any legal action, arbitration, or other proceeding commenced to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to attorney's fees and costs.

Dated: _____

By: _____
(Name of Organization)

By: _____
(Print name of authorized representative of Organization or Individual Event Sponsor, must be at least 18 years of age.)

Dated: _____

By: _____
(Signature of authorized representative of Organization or Individual Sponsor, must be at least 18 years of age.)

So Accepted:

Dated: _____

By: _____
(Signature of authorized representative of the Semana Nautica Association, Inc.)