

## ELECTION, WAIVER AND ACKNOWLEDGEMENT

We acknowledge that, based on the selection criteria of the US International 420 Class Association, our child, \_\_\_\_\_, has been invited to participate on the United States International 420 Team (“Team USA”) at the \_\_\_\_\_ (the “Championship”) in \_\_\_\_\_ (“Host Country”). We understand that that decision to accept the invitation, participate with the Team, and travel to the Host Country, is ours alone. We understand that our son/daughter is not required to participate on the Team, and that he/she will suffer no adverse consequences in the event he/she chooses not to participate (except the potential loss of deposits and other fees).

We understand that international travel and participation on the Team bears significant risk, including the potential for injury or loss of life. We have been afforded the opportunity to investigate all of the risks associated with this decision, including, without limitation, independently investigating the political climate in the Host Country (and every country through which the Team will travel), and the safety of the hotels, transportation and housing arrangements made available to my child. We have been afforded the opportunity to use any sources of information we have felt necessary, and we have no further questions or requirement for information regarding the venue, social, transportation or housing arrangements, or in the political situation in the Host Country.

We understand that the final decision to compete in the Championship is solely our decision, and that, if we choose to have our child compete with the Team, we do so voluntarily. Neither the United States I420 Class Association (“US I-420 CA.”), United States Sailing (“US Sailing”), nor their representatives, team leaders, coaches, officers, directors, volunteers or agents have made any representations regarding the safety or appropriateness of the arrangements for the Team. We have relied solely on the results of our independent investigation in determining whether or not the choice we have made is reasonable, appropriate and safe for our son/daughter. We recognize and acknowledge that, although the US I-420 CA., and or US Sailing may have made, or may make, certain arrangements for the Team, such as in-country travel, lodging and charters, its does so merely as a courtesy, and that we have independently determined that the arrangements are appropriate, reasonable and safe.

We acknowledge that our son/daughter may withdraw from the Team at anytime, and that it is solely our responsibility to remain fully informed about the political climate of the Host country, and the safety of the hotels, transportation and housing arrangements made available to my child. Sending our son/daughter with the Team is an acknowledgement that we consulted all sources of information desired, and that we were fully satisfied with the safety of the venue, social, transportation and housing arrangement, and the political situation in the Host Country.

In consideration of, and as a condition of our son/daughter participating in the Championship, we hereby warrant and represent that (1) I/we are the sole legal guardians(s)/parent(s) of \_\_\_\_\_, (2) we have made this decision voluntarily, and have not relied on any representation, statements, assurances or commitments, whether oral or written, by any representatives, team leaders, coaches, officers, directors, volunteers or agents of the US I-420 CA or US Sailing, and (3) that this Election, Waiver and Acknowledgement is voluntarily entered into, and lawful and binding in the state in which it is executed. As further consideration of our child being permitted to compete as a member of the Team, we hereby release and forever discharge the US I-420 CA, and/or

US Sailing, and their representatives, team leaders, coaches, officers, directors, volunteers or agents, from any and all liability for any damages, claims, risks or losses, including bodily injury or death, arising out of our travel to and from, and participation in the championship in which we have voluntarily elected to participate (including lodging, social events and other activities).

We agree that the laws of the State of California shall apply to this Election, Waiver and Acknowledgement, and that the substantive laws of the State of California shall apply to any claims relating to our child's participation on the Team (including claims for injury or loss of life).

We agree to submit any disputes regarding this Election, Waiver and Acknowledgement and any claims relating to our child's participation on the Team (including claims for injury or loss of life) solely to binding arbitration administered by the American Arbitration Association, which shall be the sole and exclusive forum for the prosecution of any such disputes or claim. The hearing will take place in Orange County, California.

We understand that this is a binding contract that has significant legal consequences. We have been afforded the opportunity to consult an attorney of our choice before signing this Election, Waiver and Acknowledgement.

NAME OF CHILD: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

\_\_\_\_\_  
Signature of Child if over 21

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

NOTARY PAGE IMMEDIATELY FOLLOWING

NOTARY PAGE

Then personally appeared before me \_\_\_\_\_ this \_\_\_\_\_ day  
of \_\_\_\_\_, sworn to be his/her free act and deed before me.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

Then personally appeared before me \_\_\_\_\_ this \_\_\_\_\_ day  
of \_\_\_\_\_, sworn to be his/her free act and deed before me.

\_\_\_\_\_  
Notary Public  
My Commission Expires: