

WB#: _____

Print Name: _____

WAIVER, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted access to Lakeside Yacht Club and being allowed to participate in the Jerry McConnell Memorial Poker Run held June 10-12, 2011 (the "Event"), each of the undersigned, for himself and his heirs, assigns, and personal representatives, agrees as follows:

1. **RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE.** The undersigned releases and waives The Lakeside Yacht Club, an Ohio corporation not for profit, its agents, employees, officers, directors, members, successors and assigns, and any person assisting in the organization or conduct of the Event, including but not limited to Scott Kramer, The Jackelope Restaurant, and Christies Cabaret (collectively, the "Released Parties"), of and from any and all claims, demands, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, the undersigned has or may have arising from or in any way related to the undersigned's presence at Lakeside Yacht Club, The Jackelope Restaurant, Christies Cabaret, or participation in the Event. The undersigned acknowledges that this Agreement extends to all acts of negligence by the Released Parties, including negligent rescue operations or the failure to attempt or effect rescue, and is intended to be as broad and inclusive as permitted by the laws of the State of Ohio.

2. **AGREEMENT TO INDEMNIFY AND SAVE RELEASED PARTIES HARMLESS.** The undersigned agrees to indemnify and hold the Released Parties harmless from all claims, losses, liabilities, damages, or costs (including attorney fees), including but not limited to claims for death or serious bodily injury, whether caused by the negligence of the Released Parties or any one of them or otherwise, and the cost on enforcing this agreement. Without limiting the generality of the preceding sentence, if the undersigned owns or operates a watercraft operated during the Event, the undersigned will indemnify and hold the Released Parties harmless from any claims or liability arising by, through, or under any or all of the undersigned's passengers.

3. **ACKNOWLEDGEMENT AND ASSUMPTION OF RISK.** The undersigned acknowledges that participating in a boating poker run is inherently dangerous and may result in death or serious bodily injury. Having acknowledged that boating is inherently dangerous, the undersigned voluntarily chooses to participate in the Event and assumes the risk of death or bodily injury, including death or bodily injury resulting in part or in whole from the negligence of the Released Parties.

4. **MINORS.** If the undersigned is a parent or guardian of a child under the age of 18 years participating in the Event, the undersigned agrees to indemnify and hold the Released Parties harmless from any claims, losses, liabilities, damages, or costs (including attorney fees), including but not limited to claims relating to death or serious bodily injury, whether caused by the negligence of the Released Parties or otherwise. The undersigned recognizes and agrees it is executing this agreement on behalf of itself and on behalf of the minor child.

5. **INTERPRETATION.** This agreement will be interpreted in accordance with the laws of the State of Ohio without regard to the conflict of laws. If any portion of this agreement is held invalid, the undersigned agrees that the balance of this agreement will continue in full force and effect.

6. **ENTIRE AGREEMENT.** The undersigned has read and voluntarily signs this agreement, and further agrees that no oral representation, statements, or inducements apart from the foregoing written agreement have been made.

READ CAREFULLY – BY SIGNING YOU ARE WAIVING IMPORTANT RIGHTS

Signature: _____

Telephone: _____

Print Name: _____

Address: _____

WB#: _____

Print Name: _____

REGISTRATION FORM

Quantity		Total \$
_____	BOAT, CAPTIAN, and FIRST PASSENGER \$150.00 Includes dockage (Arrive June 10 Depart June 12), two tee-shirts, cash bar reception with appetizers and live band Friday evening, morning coffee and donuts, lunch at The Jackalope, dinner at LYC (build-your-own stir fry buffet with beef, chicken, fish, and vegetables), and live band Saturday, breakfast buffet and pool party with live band, bar, and cash barbecue at the LYC pool Sunday, and one poker hand for the boat.	_____
_____	ADDITIONAL PASSENGERS \$60 each Includes tee-shirt and all events	_____
_____	SUNDAY ONLY \$30.00 Includes tee-shirt, breakfast buffet, and pool party	_____
_____	ADDITIONAL TEE SHIRT \$15 each	_____
_____	POWER DOCK \$5 (as available, first registered)	_____
	Total:	=====

Captain's Name: _____

Boat Name: _____

Address and Telephone: _____

Boat Make/Length: _____

Passenger Name(s): _____

(note: you can change passenger names at registration-please bring a new waiver form)

Tee Shirt Sizes (Please circle) (Note: if you do not specify or if you register after June 1, 2011, you will receive an XL tee shirt)

1. S M L XL 2XL 2. S M L XL 2XL 3. S M L XL 2XL 4. S M L XL 2XL

Advance registration must be received by Tuesday, June 8, 2010; in-person registration day of Event (cash only).

Please send advance registration (including waiver for each person in the boat) to:

Lakeside Yacht Club Weiner Run
4851 North Marginal Road
Cleveland, OH 44114-3833

NEW! CREDIT CARD PAYMENT ACCEPTED (\$5 service fee applies)

Name on Card: _____ Phone Number: _____

Card Type: _____ Card Number: _____ 3-Digit Code: _____

Billing Address: _____

Amount: \$ _____

Signature: _____

I agree to pay the amount reflected to the left pursuant to my cardholder agreement

IMPORTANT RULES & INSTRUCTIONS

The following rules and instructions are provided for your information. Please read them carefully. We want you to have fun and a smooth and safe Event.

1. A poker run is not a race. This Event is open to all boats and all skill levels and is held for the enjoyment of all participants. All boats must abide by applicable speed limits and wake zones.
2. Wristbands. Everyone participating in the Event must wear the wristband issued a check-in – this permits you entrance to all meals and events. Anyone not wearing a wristband will not be admitted to the events.
3. Impairment. No driver may be under the influence of any intoxicating substance (including prescribed drugs) while operating a boat during the Event.
4. Equipment. Every watercraft participating in the event must comply with USCG safety requirements, including safety equipment and signaling devices.
5. Life Vests. Everyone on board must wear a life jacket at all times when a watercraft is in motion.
6. Tethers. Any vessel capable of speeds in excess of 50 mph must have and use safety tethers while the boat is in motion.
7. Check-in. Check-in will be held on the LYC deck from 6:30 to 8:30 Friday evening and appetizers will be served. Late check-in is from 8:30 to 10:30 Saturday morning and Coffee and donuts will be served. Each participant must come to check-in to receive their wristband and tee-shirt; if you have not paid or signed the waiver, you will have the opportunity to do so at that time. Please plan to gather for the very short briefing in front of the pool at 10:30. After the briefing, please take your boat out to Eastpoint (the East end of the seawall) and idle facing North – we will have a starter boat with a flag to signal the mass start. Once you start, please maintain your line as you head toward the first stop and lunch in Lorain.
8. Check-out. We will have a sign-in sheet on the outside bar at LCY. All captains must physically sign in no later than 7:00P.M. Saturday. If a vessel is not able to return by 7:00P.M. because of equipment failure or because assisting another boater, the captain must contact an event organizer using a telephone number provided at the pre-event brief. The coast guard may be notified after 7:00 P.M. if any boat is not accounted for.
9. Trailer Parking. Limited trailer parking may be available on a first-come, first served basis. Please let us know if you need trailer parking.