

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 Weiner Run Poker Run held June 12-13, 2010 (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 (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 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, 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: _____

Print Name: _____

Address: _____

Telephone: _____

Print Name: _____

2010 WIENER RUN REGISTRATION FORM

| Quantity | | Total \$ |
|----------|---|--------------|
| _____ | BOAT, CAPTIAN, and FIRST PASSENGER \$99.00 Includes Saturday dockage, coffee and donuts Saturday morning, tee-shirt, wing buffet at Quaker Steak and Lube in Vermillion, Dinner at LYC (build-your-own stir fry buffet with beef, chicken, fish, and vegetables), Live Band and Door Prizes on the LYC deck Saturday night, Breakfast Buffet Sunday from 9AM to Noon (including omelet station, waffle station, buffet line, coffee and juice), and Sunday pool party with no-host bar and barbecue (including wieners!!) at the LYC pool. | _____ |
| _____ | ADDITIONAL PASSENGER \$45 each Includes everything listed above less dockage. | _____ |
| _____ | FRIDAY DOCKAGE \$1.50/foot Boat length: _____ | _____ |
| _____ | SUNDAY DOCKAGE \$1.50/foot Boat Length: _____ | _____ |
| _____ | ADDITIONAL TEE SHIRT \$15 each | _____ |
| | | Total: _____ |

Captain's Name: _____ Boat Name: _____

Address and Telephone: _____

Boat Make/Length: _____ Electricity? YES NO (first to register basis)

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 May 20, 2010, 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 (check payable to Lakeside Yacht Club) must be received by Tuesday, June 8, 2010; in-person registration day of Event (cash only).

Preferred Hotel Provider: Doubletree Lakeside (216) 241-5100. Shuttle service available.

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

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 is your ticket to your wing buffet lunch, stir-fry dinner, deck party with live band and door prizes, full breakfast buffet, and access to LYC grounds (pool area). Anyone not wearing a wristband will not be admitted to these events.
3. Impairment. No driver may be under the influence of any intoxicating substance (including prescribed drugs) 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 8:30 to 10:30 Saturday morning. 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 Vermillion.
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 7:00PM. If a vessel is not able to return by 7:00PM 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 at 7:00PM 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.