



ECC 2010

Agreement and Disclaimer

20th August 2009

In consideration of being given the opportunity to participate in the Engineering Challenge Cup 2010 ("ECC 2010") I, for myself as the skipper ("Skipper") of the yacht entered under my name in the ECC 2010 ("Yacht") and on behalf of my personal representatives, assigns and heirs, hereby acknowledge and agree that:

(1) Acceptance of Responsibility and Indemnity

- (a) Sailing activities involve risks and dangers of bodily injury, including permanent disability, death and property damage as well as other risks or losses not known or not foreseeable to me at this time ("Risks"); and
- (b) These Risks may be caused by my own actions or omissions, the actions or omissions of any of my crew members or any of the other participants / organisers of the ECC 2010 or the conditions in which the ECC 2010 takes place; and

I hereby fully accept and assume all such Risks howsoever caused as a result of or in connection with my participation in the ECC 2010 and I hereby agree to indemnify and hold harmless each of, Lummus Novolen Technology GmbH and its affiliated companies as well as their directors, officers and employees, the ECC 2010 Commodore, the members of the ECC 2010 Organisation Committee, the partners of the ECC 2010 Organisation Committee (including, but not limited to the ECC-Coordinator), the ECC 2010 sponsors, and anyone else acting on behalf of any of the foregoing ("Indemnities"), from any claims for property losses, costs and damages as well as from all litigations expenses and attorney fees in connection with such claims, except in the event of wilful misconduct or gross negligence of any of the Indemnities.

(2) Decision to Participate / Seamanlike Behaviour

It is entirely and solely my decision to participate in the ECC 2010 or to continue participating in the ECC 2010 and I hereby warrant that if I observe any condition which I consider unacceptably hazardous or dangerous, I will refuse to participate in the ECC 2010 until such condition has been corrected to my satisfaction. It is entirely and fully my responsibility to ensure that I as the Skipper and my crew have all required seamanlike capabilities and will follow all required seamanlike behaviour during the ECC 2010.



ECC 2010

Agreement and Disclaimer

20th August 2009

(3) Rules and Instructions

The establishment of any rules and / or instructions for the ECC 2010 by any of the Indemnities shall in no event limit or reduce my responsibility as a participant and skipper of the ECC 2010 according to this Agreement and Disclaimer or otherwise.

(4) Insurance

It is entirely and solely my responsibility to maintain at all times during the ECC 2010 adequate third party liability and other appropriate insurance for my Yacht and my liability as a participant and skipper of the ECC 2010 according to this Agreement and Disclaimer or otherwise.

I have carefully read this Agreement and Disclaimer and fully understand its contents.

Printed Name of Skipper: _____

Place & Date: _____

Signature: _____