

LIABILITY DISCLAIMER FOR PARTICIPANTS IN BENT RUDDER SYNDICATE ACTIVITIES

By participating in any Bent Rudder Syndicate event, the participant agrees to all of the terms and conditions hereunder and shall inform each member of his or her crew of these conditions. The participant warrants that his or her boat will be outfitted, equipped, and handled in accordance with these conditions; that he or she will have all of the required equipment aboard; that the participant's vessel is seaworthy in hull, rig and gear; and that the participant's vessel will be competently manned. The Bent Rudder Syndicate, its officers, directors, members, committee personnel, volunteers, and agents are in no way to be held responsible for accidents, damage or injury to property or to yachts, crew or guests arising from any cause during or related to any activities of the Bent Rudder Syndicate. Weather and sea conditions must be evaluated by each participant and their crew and each participant is responsible for determining whether it is safe for he or she to participate. The responsibility of wearing a life jacket rests upon the participants and their crew. If assistance is provided by committee vessels and personnel, it is at the risk of the participants. The participant accepts full responsibility for the conduct of each member of his or her crew and guests while participating in the Bent Rudder Syndicate's activities. The participant acknowledges that he or she has sole responsibility for the safety of his or her crew and boat. In consideration of being invited to participate in the Bent Rudder Syndicate's activities, the participant does for himself or herself, his or her executors, and his or her administrators and assigns, waive and release any and all claims that the participant may have against the Bent Rudder Syndicate, and all sponsors, suppliers and partners of the Bent Rudder Syndicate, their officers, directors, members, committee personnel, volunteers, employees and agents, or any one or more of them or their executors, administrators, heirs, next of kin, successors, or assigns, including any or all claims for damage caused by the negligence of any of them arising out of participation in the activities of the Bent Rudder Syndicate, including pre-start and post-finish operations and shore activities, together with any costs and expenses including attorney's fees that may be incurred as a result of any such claim whether valid or not. If you are dissatisfied with any portion of the Bent Rudder Syndicate's activities, or with any of these terms of participation, your sole and exclusive remedy is to discontinue participation in the activities of the Bent Rudder Syndicate.

TERMS AND CONDITIONS OF USE OF BENT RUDDER SYNDICATE WEB SITE

The information and services included in or available through the Bent Rudder Syndicate web site may include inaccuracies or typographical errors. The Bent Rudder Syndicate makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the information contained on the Bent Rudder Syndicate web site for any purpose. To the maximum extent permitted by applicable law, all such information is provided "as is" without warranty or condition of any kind. The Bent Rudder Syndicate hereby disclaims all warranties and conditions with regard to this information including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

To the maximum extent permitted by applicable law, in no event shall the Bent Rudder Syndicate be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Bent Rudder Syndicate web site, with the delay or inability to use the Bent Rudder Syndicate web site or related services, the provision of or failure to provide services, or for any information obtained through the bent rudder syndicate web site, or otherwise arising out of the use of the Bent Rudder Syndicate web site, whether based on contract, tort, negligence, strict liability or otherwise, even if the Bent Rudder Syndicate has been advised of the possibility of damages. If you are dissatisfied with any portion of the Bent Rudder Syndicate web site, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the Bent Rudder Syndicate web site.

SERVICE CONTACT : _____

TERMINATION/ACCESS RESTRICTION

The Bent Rudder Syndicate reserves the right, in its sole discretion, to terminate your right to participate in the activities of the Bent Rudder Syndicate and/or to terminate your access to the Bent Rudder Syndicate Web Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Georgia, U.S.A. and you hereby consent to the exclusive jurisdiction and venue of courts in Chatham County, Georgia, U.S.A. in all disputes arising out of or relating to your participation in the activities of the Bent Rudder Syndicate or your use of the Bent Rudder Syndicate Web Site. Use of the Bent Rudder Syndicate Web Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and the Bent Rudder Syndicate with respect to participation in the activities of the Bent Rudder Syndicate and use of the Bent Rudder Syndicate Web Site, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and the Bent Rudder Syndicate. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.