



Sarasota Model Yacht Club Racing Rules and Procedures



Club racing for **AMYA Soling 1 Meter**, RC Laser,
DragonForce 65, DragonFlite 95 and
International One Meters (IOM) Boats

Revised: June 2023 Version 20.5

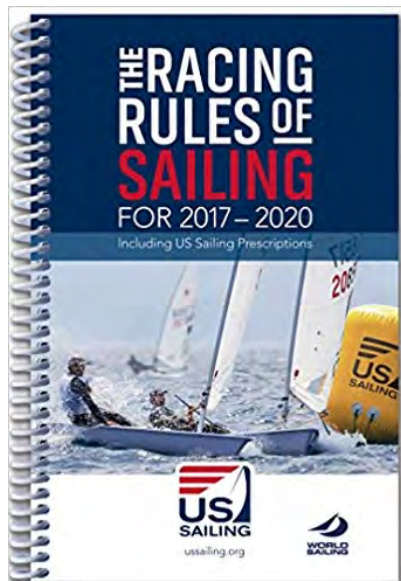
SMYC Racing Rules and Procedures

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SMYC Racing Rules and Procedures



SMYC adheres to The Racing Rules of Sailing for 2017 – 2020 except as modified by *SMYC Racing Rules and Procedures*.

Pre-start and Start

The U-Flag rules are in effect except for the penalties. The U-Flag rule defines a triangle formed by the starting line and the first mark.

Should a boat enter the triangle during the one-minute countdown as the result of a dip start or being pushed into the triangle by another boat, the boat must go around one of the end marks and restart, keeping clear of other boats. A dip start is the act of weaving back and forth across the starting line during the one minute countdown. Dip starts maybe allowed for all fleets at the RD's discretion.

All other violations of entering the triangle during the one minute countdown shall be penalized by going around an end mark and doing a 360° penalty turn after crossing the starting line

If touching a starting mark during the one minute count down, a boat must go around one of the starting marks, keeping clear of other boats, and restart.

If fouling another boat during the one minute count down, the boat shall start and complete a 360° penalty turn immediately after starting and prior to the next mark, while keeping clear of other boats.

Extensions to the starting line are not considered.

Important Definition: A proper 360° penalty turn must include a tack and a jibe.

All boats shall sail in a counter-clockwise direction parallel to the starting line.

Please note that the audible buzzer is the starting signal, not the audible "one".

Finish

If a boat that has finished the race reenters the course, it is considered a foul.

If a boat reenters the course after finishing a race, it will receive one position penalty in the nearest race that allows for such a penalty.

If a boat reenters the course after finishing the race and interferes with a boat still racing, the boat that interfered with the racing boat will receive a two position penalty in the nearest race that allows for such a penalty. The racing boat may

request Redress if it was required to avoid the boat that sailed back into the course and it cost the racing boat at least one position.

Fouls

Hailing Clear Ahead, Inside Overlap, or Tacking for Water

If a boat hails *Clear Ahead, Inside Overlap, or Tacking for Water* and hears a confirmation from another boat or receives no response, then that boat should feel free to take that Right-of-Way. If, on the other hand, the non-hailing boat disagrees with the hail, then the hailing boat shall not take or assume that Right-of-Way. A protest may be filed and the Protest Committee will ask if anyone "hailed." The Protest Committee will give consideration if a "Hail" was voiced and acknowledged when it makes its ruling.

A boat that fouled another boat should be the first to so acknowledge. Should that boat that committed the foul not acknowledge the foul, the boat that was fouled should hail twice (e.g. "1" "6" protests "3" "9", "1" "6" protests "3" "9") in a loud enough voice for the Fleet Captain to note this on the score sheet. If the fouling boat still doesn't acknowledge the foul and do a 360° turn (one tack and one jibe), then the fouled boat, immediately after that race, shall ask the Fleet Captain/Race Director for a Protest Hearing.

The Protest Hearing shall consist of two impartial club members as arbiters. There shall be one minute for the fouled party to state their case, one minute for the fouling party to state their case, and one minute for the arbiters' ruling. Others not involved in, nor a witness to, the alleged foul shall not participate in the Protest Hearing.

If substantially taken out of the race (rendered non-competitive), the fouled boat may ask the Fleet Captain/Race Director for Redress and, if granted, receive an average of all their other races that day as the score for the protested race. If the Fleet Captain/Race Director has any doubt about the request for Redress, they shall convene a Protest Committee to consider the request.

Fleet Captain and/or Race Director Duties

Each fleet (class) of boat shall have their own Fleet Captain and/or Race Director. Each fleet that has alternate sail rigs shall determine a process for deciding what sail rig will be sailed on any given day. The Fleet Captain/Race Director will have the ultimate authority to decide upon the procedure for sail rig selection after canvassing the fleet members, and will take appropriate steps to insure that the procedure decided upon is properly implemented for the selection of sail rig(s) for each racing day.

The Fleet Captain is responsible for checking in the boats, assigning them to a fleet, determining the number of fleets that will be racing, setting the course, starting the races, determining if a general restart is required, and altering the course if need be. The Fleet Captain will also serve as a member of the SMYC Board.

The Fleet Captain or designee will record the finishes as the boats call their full sail number when they cross the finish line. The Fleet Captain will confirm the finishing boat number with a verbal "Check" as they are recorded. If there is a disagreement among the boats as to the finish position, they shall ask the Fleet Captain or other club official for a protest hearing.

If a boat does not call out their full sail number in a manner to be heard by the Fleet Captain, it will be as if that boat didn't sail that race and a score of one plus the number of boats in that fleet ("1+N") that day shall be given. It is the boat's responsibility to ensure that the Fleet Captain heard their hail.

The Fleet Captain/Race Director shall award any *Redress (RD)*, *Redress/Disabled (RD/DA)* and *Disqualified (DQ)*, and *Disqualified/Disabled (DQ/DA)* scores. The boat requesting *Redress* should do so immediately after the foul and must have lost "substantial" finishing places or become "non-competitive."

Marks

As stated above under *Pre-start and Start*, hitting a start mark requires and and restart. If touching a finish line mark, that boat shall go around that finish mark, reenter the race course staying clear of all boats, and cross the finish line again.

Other race marks may be touched without penalty.

If any mark is missed, the boat must return to the mark (unwind) and then round the mark on the proper side. Failure to go around a mark properly, may result in a disqualification.

Bumpers

All Soling and DF95 / DF65 boats shall have bumpers at all times. Lasers must have bumpers if they are going to sail with the Solings and/or DF95's. (Bumpers are generally available from Boatyard John.)

Cancelling Races

Each Fleet Captain shall determine if their class of boat will cancel sailing any given day and notify the Commodore who will then notify the club members via a morning email.



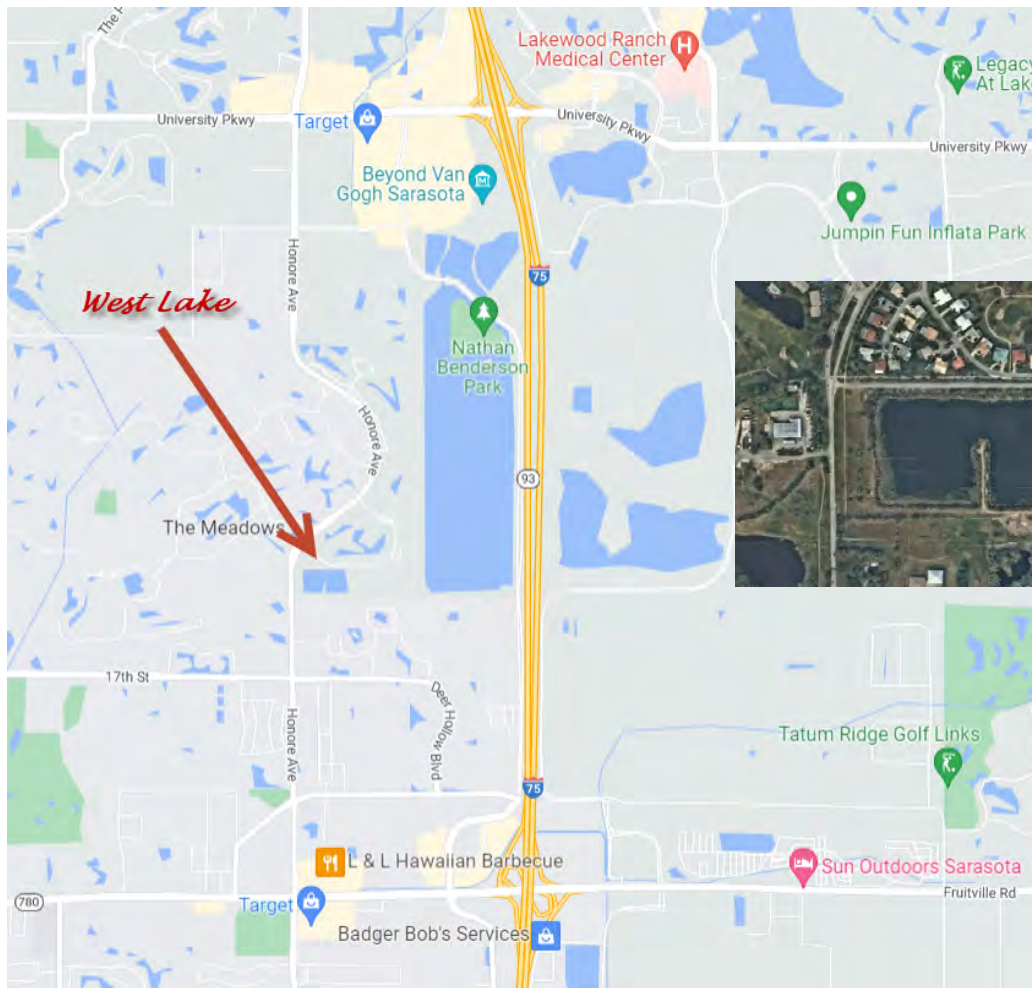
Racing Venue

We sail at the Nathan Benderson Park. We sail on the **WEST** lake (or **Green Parrot Lake**) (see arrow) on the far South West corner of the park.

- Use the following address in your GPS:
5700 Athletes Drive
Sarasota FL 34235
- You may access the peninsula from the Maintenance dirt road on the East-side of the lake. We sail off the peninsula often.
- A Release of Liability form is required to sail, See Appendix A



Green Monk Parrot



Scoring

Our scoring system is based on *The Racing Rules of Sailing*, including Appendix A and the *SMYC Rules and Procedures*.

Our races and series are scored on the low point system. An average score is calculated for each racer and each racer is given a finish position relative to the other boats in its fleet.

For a race day to count for a series score, no less than three (3) races must be completed. Every boat is expected to race in and complete every race.

Every boat shall start no less than 50% of the day's races in order to receive a score and a finishing position relative to the other boats. Completing less than 50% will result in no score for the boat for the day.

Daily Racing Throw-out

Each boat is entitled to one throw-out for every five races. A throw-out is typically the highest number (numerically) for a boat's results that day. A throw-out may be of any penalty score defined below, except for a DNE. A DNE may not be used as a throw-out.

Penalties

In addition to successful completion of a race, there are six potential penalty situations resulting from unsuccessful completion of a race:

DSQ - Disqualification

A DSQ is for disqualification after a race has finished and the boat receives a score of one plus the number ("1+N") of boats in the fleet that day.

DNS - Did Not Start

DNF - Did Not Finish

The boat receives a score of one plus the number ("1+N") of boats in the fleet that day.

RED - Redress

Subject to the discretion of the RD/FC, a Redress may be awarded to a Boat. The two situations where a Redress may be awarded are either:

- A collision by another boat which disables the boat which was struck, not allowing it to complete the race.
- An entanglement by another boat which causes the boat to finish much later than it would normally have without the entanglement.

Two other conditions need to be met:

- The boat that was struck or entangled was not at fault and had violated no rules. This is met by the offending boat admitting it was their fault. Otherwise, a protest committee must meet and decide fault.
- The boat must have received a score in no less than 50% of the races for that day.

The redress will be calculated in the following manner. The sum of all races for which the boat received a score, including a penalty score ("1+N") divided by the number of races for which the boat received a score, to one decimal place (one

tenth of a point) will be entered as the Redress score. This same number will be entered in any subsequent DSQ/DA or RED/DA awarded to the boat.

In the following example, a boat received the following scores, including a penalty score of "9" ("1+N") in race 3. A Redress was awarded for race 5. The sum of the other scores was 24. Divide 24 by the number of races, 7, and it is an average of 3.4. That is the score to be entered for race 5.

Race 1 2 3 4 5 6 7 8

Score 2 1 9 4 X 3 4 1

DSQ/DA, RED/DA - Disqualification/Disabled and Redress/Disabled

A boat that an RD/FC has determined should be awarded a Redress, may receive an additional (or multiple) Redress if the boat is unable to compete in subsequent races because of damage from the original Redress race. If and when the damaged boat enters a subsequent race, no more Redress will be awarded. This is subject to the discretion of the RD/FC.

DNE - Disqualification Not Eligible

This is a disqualification resulting from a Protest Committee ruling. A DNE ruling results in a score of one plus the number ("1+N") of boats in the fleet that day and is not eligible for a throw-out.

Series Racing

Series racing is a seasonal cumulative score of a number of daily counting day races

Only a competitor's average score from each series day will be used to calculate a competitor's standing in the series (no individual race scores will be brought forward to the series calculations). If a competitor received no score for a series race day (typically for racing in fewer than 50% of the days races), they will receive no score for that day in the series scoring.

An average of each competitor's average daily score will be used to determine the series finish position relative to other competitors in their fleet.

Once a competitor is assigned to a fleet, that competitor will remain in that fleet for the duration of the series. Competitors may change boats during a series, but may not change fleets. Sailing in the wrong fleet will result in a DSQ for that(those) race(s).

To qualify for the series, boats must have scores for at least 50% of the series race days.

Series Racing Throw-out

One throw-out will be awarded for each five race days in which the boat qualified for an average daily score. The series throw-outs may be used for any qualifying day s score in that Series.

Missed Races/Days Due to SMYC Business

If a member misses a race, or several races, or a day's racing in a series because they are attending to official SMYC business, the member will not be penalized for the missed races/days at the discretion of the Fleet Captain.



The AMYA is a 50 year old, not-for-profit organization dedicated to promoting racing, designing, building, and preservation of all model sailing yachts, and membership is open to all who are interested in these activities.

Our quarterly magazine is the only publication devoted 100% to model yachting. It is a great benefit of AMYA membership and covers model sailing from all aspects.

Our official classes of racing yachts cover the range from one foot to eight feet in length and from high tech developmental boats to affordable one-designs. There really is something for every taste and skill level. The advantages of sailing a recognized class boat are the community of like-minded skippers and the depth of technical information and assistance they can provide.

SMYC is an AMYA club. Individual Members of SMYA are encouraged to join the AMYA. We are in Region #7 Club # 204 . www.theamya.org
See application in the appendix B.

Appendix — Class Descriptions

The following class descriptions are from the American Model Yacht Association website. They may be of an advocacy nature. Boats are listed in the order in which they became part of SMYC.



The AMYA Soling 1 Meter Class

The Soling One Meter is a low-cost, kit-based one-design class targeted toward getting new skippers and hobbyists involved in model yachting. The Soling One Meter Class philosophy is to provide a low-cost one-design model suitable for introducing newcomers to the hobby, while offering enough performance to keep long-time model sailors interested. All aspects related to performance are intended to be restricted to what can be achieved by building the kit straight from the manufacturer's plans. Other aspects not affecting performance are not as strictly controlled.

The Soling One Meter Class was introduced to the AMYA in 1993. Since that time it has become the largest class in the organization, with just over 3100 boats registered in early 2013. The Soling One Meter also qualifies in the open design US One Meter Class.

- Length : 1,000 mm
- Mast Height: 1,320 mm
- RTR Total Weight: 4,500 g



RC Laser Class

The Remote Control (R/C) Laser Model is a scale version of the famous "one design" Laser, the most popular "real boat" sailing class in the world. The R/C Laser, however, does not require a trailer, life jackets, or hours and hours of set-up time before you can be in the water and sailing.

The R/C Laser was designed to be up and sailing out of the box in under 7 minutes. There is no need to learn about epoxy glues, Kevlar and Fiberglass construction, or sail design. All you need is 2 feet of water, a desire to sail, and some wind. Just snap in the keel, mast, and rudder assemblies...slip in the batteries...clip on the sails and you are ready to go. It IS that simple.

The R/C Laser is destined to bring a whole new group of



people to the R/C sailing world, those interested in competition without the worry of design. The full sized Laser is the design of world famous sailor/yacht designer Bruce Kirby, who represented Canada in three Olympics and designed two America's Cup Defenders. Of all his creations, the Laser is the best known. Over 155,00 have been built to date, making the Laser the most popular racing class of all time. It recently became an Olympic class. The R/C Laser was developed by Jon Elmaleh, who has captured more than 30 national R/C racing championships, and who has been one of the top R/C yacht designers since 1982. He brings an unparalleled combination of practical R/C racing experience and high-tech design skill to the task of designing a radio-controlled yacht. The result is destined to revolutionize the sport.

- Length : 1,054 mm
- Beam: 343 mm
- Mast Height: 1,371 mm
- RTR Total Weight: 4,082 g.

95



Dragon Flite 95 Class

The Dragon Flite (DF) 95 is a Restricted One Design boat that is meant to compete within a strict set of rules to ensure a true test of a skipper's ability to tune their boat and race it well. Additionally, this 950mm boat is of high quality for a modest price. The DF95 is sold ready to race for \$495 which includes transmitter and receiver, just add AA batteries. For those already in the hobby, a boat without transmitter and receiver can be purchased for \$450. The DF95 comes with a carbon fiber keel, Mylar sails, and a one piece carbon mast, all cutting edge components. It can be on the water in a few hours and assembled by a person with no experience building boats.

Its sailing characteristics are such that it is easily sailed by a beginner but offers exceptional performance for the seasoned skipper. Going upwind it sails as if on rails and downwind, because of its light weight and nice water line, is quick and agile.

Specification:

- Length : 950 mm
- Beam: 125 mm
- Mast Height: 1,000 mm
- Overall Height: 1,425 mm
- RTR Total Weight: 2000g (w/o 4 AA Batteries)

65

Dragon Force 65

- Length : 650 mm
- Beam: 116 mm
- Mast Height: 915 mm (A rig)
- Overall Height: 1,338 mm (A rig)
- RTR Total Weight: 1200g (w/o 4 AA Batteries)



The SMYC has sailed a modified version of the DF65 were we sailed B Rigs & shoal keels.

This fleet is a sit down, focus on the fun fleet !!!

Currently we are sailing standard keels and ASTD rigs based on the winds (+ , A , B , C).



The Dragon Force 65 is a restricted one design boat & the fastest growing class of RC sailboats in the world. The boat has earned this distinction by being a great one-design sailing boat while being the least expensive ready-to-sail boat on the market. At around \$300 for a boat with radio and receiver and about 4 hours of assembly and you're on the water.

The boat has fleets at nearly 100 clubs around the country. The clubs range from well-established AMYA clubs, full sized boat yacht clubs, school sailing teams to community association clubs. Within these clubs the boat is sailed from beginners to national champion skippers from many other classes.

An added benefit of the boat is the well-supplied and dedicated national distributor that provides excellent access to boats, parts and accessories allowed by the class rules.

Whether you are new to the sport, starting a new club or trying to revitalize your existing club the Dragon Force 65 is the boat of choice.





IOM
International One Meter

IOM rules specify a monohull of max length 1000 mm (39.28"), with max draft of 420 mm (16.53"). Minimum weight is 4000 g (8.82 lbs). The rule allows three one-design rigs, and the tallest mast is about 1676 mm (5' -6") above the deck measurement point.

The versatile International One Meter (IOM) is one of the most popular class in the radio sailing world, and many USA sailors enjoy regular travel for competition. Others prefer local sailing, and local fleets are the class backbone. USA's annual nationals began in 1998. The class formed in the late 1980's, specifying three (3) one-design rigs with the hull/foils controlled by box rule. This format encourages evolution and created our highly refined fleet of today, where creative skippers continue to test new ideas. We race in the lightest breeze up to very strong winds and waves, where we need our smallest rig up to 35-50 knots. The hull weight limit allows amateur designers/builders to carefully create competitive IOMs and test their mettle against the best commercially available. Besides our plethora of purchase options, we have a recent global boom in home-built woody hulls now too. While the most skilled skippers usually win the regatta, no single design dominates our world championships on even years.



AMYA Membership Form

This application is for (circle one): **New Membership** **Renewal**

If renewal, please enter your membership number, if known: _____

Contact Information: *Please enter your contact information. This information will never be sold for commercial purposes.*

Name _____

Address _____

City _____ State _____ Country _____ ZIP/Postcode _____

Telephone _____ Email _____

If you wish to have the magazine delivered to a different address at different times of the year, please fill out this additional address section along with active dates. If this information is not available presently, you may always contact the Membership Secretary at a later time.

Member maintaining an alternate snow bird address must pay first class option.

Start Date (mm/dd) _____ End Date (mm/dd) _____

Address _____

City _____ State _____ Country _____ ZIP/Postcode _____

Membership: *Membership in the AMYA is open to anyone who shares the goals of the organization.*

Adult membership includes a subscription of *Model Yachting*, the association's official periodical newsletter, eligibility for registration in AMYA classes, eligibility for entry into AMYA championship events, one vote in the affairs of the organization and classes, and other benefits.

Junior membership is available to applicant under 19 years of age, but is otherwise identical to an Adult membership.

Family membership provides a single Adult membership and eligibility in AMYA championship events for all family members in the same household.

ADULT \$50.00

FAMILY \$52.50

JUNIOR Birth Date ___/___/___ \$32.50

TOTAL MEMBERSHIP _____

Postage: Members residing in the United States may optionally select first class mailing of ModelYachting.

Member maintaining an alternate snow bird address must pay first class option.

USA First Class Option Must include \$10.00 TOTAL WITH POSTAGE _____

Member residing outside the US must include an additional fee to cover the costs of mailing.

Canada Must include \$10.00

All Other Countries Must include \$40.00 TOTAL WITH POSTAGE _____

You may renew by phone or email with a credit card. For checks and money orders (please, NO CASH!), fill out this form and return it with your funds (payable to "AMYA") to the Membership Secretary.

All funds must be in US Dollars drawn on a US bank.

Credit Card Info Please circle one: **AMEX** **DISCOVER** **MASTERCARD** **VISA**

Number _____ Expiration _____ CVC _____

Last 3 digits on Back of Card

Important: If Credit Card Billing Address differs from above, enter billing address below

Address _____ City _____ State _____ ZIP/Postcode _____

Signature _____

Club Information: *If you are a member of an AMYA club, please enter its name/number here*

ClubNumber: _____ ClubName: _____

Send Completed form to: AMYAMembership Secretary

Michelle Dannenhoffer

P.O. Box 360374

Melbourne, FL 32936

888-237-9524 Toll Free

Membership@theAMYA.org

Revised 11/11/2021



RELEASE OF LIABILITY

IN CONSIDERATION of being given the opportunity to participate in Activities at Nathan Benderson Park, I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. I ACKNOWLEDGE, agree, and represent that I understand the nature of Activities, both on water and land based, and that I am qualified, in good health, and in proper physical condition to participate in such Activity.

2. I FULLY UNDERSTAND that: Park Activities INVOLVE RISKS AND DANGERS of serious bodily injury, including permanent disability, paralysis, and death (“Risks”); (b.) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the Releasees named below; (c.) there may be other risks, and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity.

3. I AGREE AND WARRANT that I will examine and inspect each Activity in which I take part as a participant and that, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Activity and will refuse to take part in the Activity until the condition has been corrected to my satisfaction.

4. I HEREBY RELEASE, discharge, and covenant not to sue Nathan Benderson Park Conservancy Inc., Sarasota County, and their affiliates, administrators, directors, agents, officers, volunteers and employees, other participating organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises, on which the Activity takes place, (each considered one of the Releasees herein) from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasee or otherwise, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against any of the Releasees or any Releasee is made a party to a claim involving myself or due to my actions or inactions.

I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of such claim, to the fullest extent permitted by law.

I HEREBY CONSENT to any publicity, print, media, or otherwise, including the use of my name and likeness, in connection with my participation in Activities at Nathan Benderson Park.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Participant Name _____

Date of Birth _____ Phone _____

Address _____

City _____ State _____ Zip _____

Participant Signature _____ Date _____

PARENTAL CONSENT: (If participant is younger than the age of 18, the Minor’s Waiver and Release of Liability on the back of this form must be executed in addition to the above)

NBP MINOR'S WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

This Waiver and Release of Liability and Indemnity Agreement is entered into as between _____ (Parent/Natural Guardian) as natural guardian and/or parent of _____ (Child's name), a minor child, and Nathan Benderson Park Conservancy Inc., its officers, directors, members, employees and representatives this _____ (Date).

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN:

READ THIS FOR COMPLETELY AND CAREFULLY, YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY.

YOU ARE AGREEING THAT, EVEN IF NATHAN BENDERSON PARK CONSERVANCY INC., AND/OR SARASOTA COUNTY USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE THAT YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM NATHAN BENDERSON PARK CONSERVANCY INC., SARASOTA COUNTY, THEIR AFFILIATES, ADMINISTRATORS, DIRECTORS, AGENTS, OFFICERS, VOLUNTEERS AND EMPLOYEES, OTHER PARTICIPATING ORGANIZERS, AND SPONSORS, ADVERTISERS, AND, IF APPLICABLE, OWNERS AND LESSORS OF PREMISES, ON WHICH THE ACTIVITY TAKES PLACE, IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND NATHAN BENDERSON PARK CONSERVANCY INC. AND SARASOTA COUNTY HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability and Indemnity Agreement (Agreement):

I understand and acknowledge that Activities, both on water and land-based, in Florida have inherent risks and dangers that no amount of care, caution, or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis, and loss of life.

I hereby Release, Waive, and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: NATHAN BENDERSON PARK CONSERVANCY INC. AND/OR SARASOTA COUNTY and each of their affiliates, administrators, directors, agents, officers, volunteers and employees, other participating organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises, on which the Activity takes place, all of which are hereinafter referred to as Released Parties, from any and all liability for any and all claims, demands, losses, or damages on account of injury, including death, or damage to property, caused or alleged to be caused by risks inherent in the Activity undertaken by my child.

I further agree that I will not sue or make a claim on behalf of myself or my child against the Released Parties for damages or other losses sustained as a result of my child's participation in Activities.

I further agree to indemnify and hold Released Parties harmless from all claims, judgments and cost, including attorneys' fees, incurred in connection with any action brought as a result of my child's participation in the Activities.

This Agreement is specifically intended to comply with Section 744.301 of Florida Statutes and is intended to operate as a waiver of liability to the fullest extent allowed by law on the date on which it is signed. To the extent that any portion of this Agreement is found to be unenforceable under Florida law, only that portion of the Agreement shall be stricken and the remaining portions of the Agreement shall be enforced.

I HEREBY CONSENT to any publicity; print, media, or otherwise, including the use of my minor child's name and likeness, in connection with my minor child's participation in Park Activities at Nathan Benderson Park.

By executing this agreement, I represent that I have read the above section titled "Notice to the Minor Child's Natural Guardian" and that I understand the contents of this agreement and that I sign it of my own free will on , a minor behalf of myself and my minor child.

Parent/Guardian Signature _____

On Behalf Of Child _____

Date _____