

PUBLICITY RELEASE, RELEASE OF LIABILITY & INDEMNITY AGREEMENT

I, _____, have applied voluntarily to participate in the 2026 *Cruising World* and/or 2025 *Sailing World* Boat of the Year Contest (the "Contest"). I understand that the sport of sailing and this event pose inherent risks of loss and injury that cannot be eliminated, regardless of the care taken to avoid injury and that the risks involved in the event include, without limitation, risk of physical injury and death. I represent that knowingly assume these risks. I also represent and warrant that I am familiar with the sport of sailing and have the requisite level of experience and boat safety training to understand these risks, I will take action to mitigate these risks, and I assume full responsibility for these risks.

As consideration for being permitted to participate in the Contest, I agree to indemnify and hold harmless Firecrown Media Inc., which owns and operates *Cruising World* magazine, *Sailing World* magazine, and other publications along with their respective officers, agents, employees, sponsors, vendors, partners, and assigns from any claims, actions, lawsuits, losses, damages or expenses (including but not limited to attorney fees) for personal injury, death or property damage resulting from participation in the Contest or related activities, regardless of cause, including without limitation such resulting from negligence of any indemnified parties.

I hereby authorize the use and reproduction by Firecrown Media Inc., and their authorized representatives of any photographs taken of me without compensation, and I understand that all photographic images shall become the property of Firecrown Media Inc. solely and absolutely. I represent that I am at least 18 years of age and of legal capacity to bind myself and my heirs and assigns to this agreement.

This agreement is made under the laws of the State of Tennessee and the parties hereby agree that any dispute arising in relation to this agreement or arising out of any participation in the Contest shall be governed by the laws of the State of Tennessee. **EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT.** Each party irrevocably submits to the State and Federal Courts located in the State of Tennessee, Hamilton County as the exclusive jurisdiction and venue for any disputes arising in connection with this agreement or the Contest.

I have read this agreement fully, and I understand its terms and understand that I am giving up substantial rights, including my right to sue. I am aware that this agreement is binding on my heirs and assigns, and that I am releasing certain legal rights that I otherwise might have. I acknowledge that I am signing this agreement freely and voluntarily and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Boat-Model Name: _____

Please print: Name _____

Company _____

Address _____

City _____ State _____ Zip _____

Cell Phone _(_____)_____

Dated ____/____/____ Signature _____