Release and Waiver of Liability and Indemnity Agreement

This agreement contains a release and waiver of important legal rights and constitutes and agreement to indemnify for certain losses. Please read carefully.

In consideration of being permitted to enter and utilize the facilities and equipment of the Newport Aquatic Center (NAC) and participate in various NAC programs, including but not limited to the Newport Autumn Rowing Festival, I, the undersigned, for myself, my personal representatives, assigns, heirs, and next of kin, acknowledge and represent that:

1. I certify that I can swim.

2. I agree to comply with all rules, regulations, instructions, and safety regulations concerning the NAC.

3. I understand that my participation in activities related to rowing, canoeing and kayaking may expose me to certain risks including adverse weather, exposure to the elements, capsizing, collision with other vessels, and drowning. These risks are all enhanced when racing on a course that is unfamiliar to me. Additionally, traveling to regattas necessarily involves an entire set of risks associated with travel, such as plane or car accidents. Such risks, as well as unexpected or unforeseen events or conditions could lead to physical injury or death. I voluntarily participate in this program and utilize various NAC facilities and equipment with the knowledge of the dangers and responsibilities involved, and agree to accept any and all risk of injury or death.

4. I hereby release, waive, discharge, and covenant not to sue or make any claim against USRowing, the Newport Aquatic Center, its directors, administrators, agents, officers, employees, affiliates, members, other participants, regatta organizers, and any sponsors hereinafter referred to as releasees, from all liability to me, my personal representatives, assigns, heirs, and next of kin for any and all loss, injury or damage, and any claim or demands there for on account of injury to myself or my property or resulting from my death, whether caused by the negligence of the releasees or otherwise while I am in or about the facilities of the NAC or using the equipment of the NAC or participating in activities or programs of the NAC.

5. I hereby assume full responsibility of and risk of bodily injury, death, property damage due to the negligence of releasees or otherwise while I am in or about the facilities of the NAC, while I am using the equipment of the NAC and while I am participating in activities or programs of the NAC.

6. I hereby agree to indemnify and save and hold harmless the releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of myself on or about the facilities of the NAC, due to my use of NAC facilities or equipment and due to my participation in activities or programs of the NAC, and whether caused by the negligence of the releasees or otherwise. Further, I agree to assume full responsibility for any loss, liability, damage or cost which results from my acts or omissions, including but not limited to damage or loss of or to the facilities of equipment of the NAC.

7. I expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I have carefully read, fully understand and voluntarily sign the release and waiver of liability and indemnity agreement, and further agree that no oral representations, statement or inducements apart from the foregoing written agreement have been made. I am aware that this is a contract between myself and the Newport Aquatic Center and I sign this agreement of my own free will.

8. If the participant is a minor, I, the minor's parent and/or legal guardian, understand the nature of rowing activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless each of the releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise, including negligent rescue operation, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above releasees, I will indemnify, save and hold harmless each of the releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as the result of such a claim.

Crew Name _____

Print (Participant's Full Name)	Signature (If under 18, signature of parent or guardian)	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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