

## **Universal Release of Liability Waiver**

IN CONSIDERATION of being given the opportunity to participate in any rowing activity, including, but not limited to, scheduled, supervised club activities, and affiliated regattas, until the end of this calendar year, I, for myself, my personal representatives, assigns, heirs, and next of kin:

- I. ACKNOWLEDGE, agree and represent that I understand the nature of Rowing Activities, both on water and land based (“Rowing Activities”), and that I am qualified, in good health, and in proper physical condition to participate in such Rowing Activities.
- II. FULLY UNDERSTAND that:
  - a. ROWING ACTIVITIES INVOLVES 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 Rowing Activity, the condition in which the Rowing Activity takes place, or the negligence of Long Beach Junior Crew (LBJC) and those listed 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 Rowing Activity.
- III. AGREE AND WARRANT THAT:
  - a. I will examine and inspect each Rowing Activity in which I take part 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 Rowing Activity and will refuse to take part in the Rowing activity until the condition has been corrected to my satisfaction;
  - b. I, and I alone, am responsible for my personal health and safety and the personal property that I bring with me. I am solely responsible for my medical expenses and decisions with respect to my care. I give my consent in the event of injury to any emergency medical aid, anesthesia or operation deemed necessary by the attending physician.
- IV. HEREBY GRANT my specific permission to LBJC, their employees, volunteers, regatta organizers, sponsors, advertisers, participants, agents, and assigns to make and/ or obtain photographic images of me on the day of the Regatta and to publish, copyright, distribute and/or display photographic images taken of me on the day of the Regatta. I further waive the right to inspect and/or examine all photographs and/or written text to which the images may be applied before use. I also waive any and all rights and claims, including future rights and claims to such photographic images and any interest therein. I hereby release and discharge LBJC, their employees, volunteers, regatta organizers, sponsors, advertisers, participants, patrons, agents, licensees, affiliates and assigns from any and all liability by virtue of distortion, blurring, alteration, optical illusion, digital scanning and manipulation, and/or use in composite form, whether the same is intentional, or otherwise. I understand that LBJC, their employees, volunteers, regatta organizers, sponsors, advertisers, participants, agents, and assigns may use any process or procedure resulting in the completion of the finished product for publication, display, copyright or distribution.
- V. HEREBY GRANT my specific permission to LBJC, their employees, volunteers, regatta organizers, sponsors, advertisers, participants, agents, licensees, affiliates and assigns a fully paid-up, non-exclusive, worldwide right and license to use, display or otherwise exploit my name, nickname, voice, photograph, statements, biographical information, and likeness, as well as images of me in motion picture, videotape, electronic, and similar formats (“My Image”), so long as My Image relates to my participation in the Rowing Activity, whether in original or modified form. I waive any rights of privacy.
- VI. HEREBY RELEASE, discharge, and covenant not to sue LBCJ, their administrators, directors, agents, officers, volunteers, contractors and employees, other participating organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises, on which the Rowing Activity takes place, 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 LBJC or otherwise, including negligent rescue operations; 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 those previously named, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of those named on this form 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.

VII. HEREBY ACKNOWLEDGE AND AGREE and by my signature below, or that of my parent or guardian, attest that I have received, read, fully understand and will abide by the any Rowing Activity-specific safety rules for participants.

VIII. HEREBY ACKNOWLEDGE AND AGREE that this Universal Waiver accounts for Camp/ Conditioning at Marine Stadium, hosted by LBJC on these specific dates: December 22, 2014 to January 2, 2015

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 these agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

**Should I represent a team or if I am a coach I understand that I am responsible for ensuring that all of my fellow teammates or athletes in accepted boats will sign this waiver and that no athlete will be allowed to row without a completed waiver.**

**Participant Information:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_