

SAN DIEGO CREW CLASSIC 2019 RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT (“AGREEMENT”)

In consideration of being permitted to participate in the San Diego Crew Classic (“Regatta”) on April 6th and 7th, 2019 and on practice days April 4th and 5th; I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. Acknowledge, agree, and represent that I understand the nature of Rowing Activities, both on water and land based and that I am qualified, in good health, and in proper physical condition to participate in such Regatta;
2. Fully understand that (a) rowing 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 Regatta, the condition in which the Regatta takes place, or the negligence of the “Releasees” named below; 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 Regatta; and (d) that emergency medical treatment is authorized.
3. Agree and warrant that I will examine and inspect each Activity in which I take part as a participant in the San Diego Crew Classic 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 Regatta and will refuse to take part in the Activity until the condition has been corrected to my satisfaction;
4. Hereby release, discharge and covenant not to sue the San Diego Crew Classic, its administrators, directors, trustees, agents, officers, volunteers, and employees, other participants, any sponsors, sponsoring agencies, advertisers, and, if applicable, owners; the City of San Diego, its officers, employees and agents; and lessors of premises on which the Regatta 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 “Releasees” 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, I will indemnify, save and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim or associated complaint.

Photo Disclaimer: By registering for and/or attending the San Diego Crew Classic I understand that publicity photographs may be taken during the event and my image/photographic likeness may appear in photographs taken during the events. By registering for and/or attending the event, I hereby give permission that photos containing my image/likeness may be used for publicity or general information purposes including publication on the San Diego Crew Classic's web site or within other publicity, whether print, broadcast or online, which may be seen by the

general public. My image/likeness may also appear in publications from vendors licensed by the San Diego Crew Classic. The San Diego Crew Classic will not seek any further permission nor provide any notification before using such photos.

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 fullest extent permitted 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'S SIGNATURE AND PARENT/GUARDIAN SIGNATURE
(if participant under age 18)

Signature(s) _____

Printed Name(s) _____

Address:

(Street, City, State, Zip)

E-MAIL ADDRESS _____

Phone Number _____

Date _____