

# SHASTA ROWING ASSOCIATION

A California Nonprofit Corporation

## Contract, Indemnification, Release and Waiver

Shasta Rowing Association's activities include physically and emotionally demanding activities. We want to make sure that you understand the risk of injury before you to decide to participate. It is required that you read the following Legal Document, very carefully, make sure you understand it, fill in all the spaces, and sign it before beginning our program. No person will be allowed to participate without the properly filled out waiver and medical release forms.

### PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING BELOW, THIS AGREEMENT INCLUDES A RELEASE OF CLAIMS

I am aware in signing this statement for participation in the Shasta Rowing Association's Programs that certain elements are physically and emotionally demanding. This program may include swimming, paddling, crawling, jumping, climbing, running, weight lifting and other rigorous activities on the water or on land. I will be working with the Shasta Rowing Association Instructors and with others in the group. It is possible that I may be injured while participating in the program either because of my own conduct, conduct of others in the group, conduct of Shasta Rowing Association Instructors, or the condition of the premises or equipment.

In order to be allowed to participate, I voluntarily elect to participate and I affirm that I am free of health conditions that might create undue risk to me or others. I am not under a physician's care for any undisclosed condition that bears upon my fitness to participate.

I agree to indemnify and hold harmless Shasta Rowing Association, its agents and employees from all claims, damages, losses, injuries and expenses arising out of or resulting from participating in the Shasta Rowing Association programs. I further agree to release, acquit and covenant not to sue Shasta Rowing Association for all actions, causes of action claims or damages including but not limited to, claims of negligence by Shasta Rowing Association or any 3<sup>rd</sup> party, damages in law or remedies in equity of whatever kind.

I agree that the site of any lawsuit and the law governing any such lawsuit shall be in Shasta County, California and governed by California law. I hereby agree that if Shasta Rowing Association is forced to defend any action, lawsuit or litigation by myself, my executors, my heirs or on my family's behalf, my heirs or executors and I agree to pay Shasta Rowing Association costs and attorney's fees if it successfully defends such action, lawsuit or litigation.

The terms of this agreement shall continue to be in effect after participation in the program is ended. Should any paragraph or part of this agreement be declared unenforceable by a court of competent jurisdiction the remaining paragraphs or parts shall remain in full force and effect.

I release to Shasta Rowing Association the right to use for any purpose my photographic or video recorded image of the participant listed below.

I have adequate health, disability and life insurance for myself and my family.

I hereby give permission for transportation to any medical facility or hospital, and I authorize for any qualified instructor or medical personnel to render necessary emergency medical care for the participant listed below.

I, \_\_\_\_\_, of my own free will, for my family, my heirs and executors and myself, have read, understand and acknowledge the risks and liability for myself and my family this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Participant(Print Name)

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Guardian if Participant is under 18(Print Name)

\_\_\_\_\_  
Guardian Signature

\_\_\_\_\_  
Date