

# Bill Lockyer Christmas Regatta Waiver of Liability Sunday, December 6, 2009

All Entrants Must Sign the Release Agreement Below

ROWING RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT ("AGREEMENT")

In consideration of being given the opportunity to participate in the Bill Lockyer Christmas Regatta ("the Activity"), organized by the Long Beach Rowing Association, I, for myself, my personal representatives, heirs, assigns and next of kin:

1. ACKNOWLEDGE, agree and represent that I understand the nature of rowing activities, both water and land based, and that I am qualified, in good health and in proper physical condition to participate in the Activity;
2. FULLY UNDERSTAND that (a) ROWING INVOLVES RISKS AND DANGERS of serious bodily injury, 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 Activity, the condition in which the Activity takes place, or the negligence of the Releases named 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 FULL Y ACCEPT AND ASSUME ALL SUCH RISKS AND RESPONSIBILITY FOR LOSSES, COSTS AND DAMAGES I incur as a result of my participation in the Activity.
3. AGREE AND WARRANT that I will examine and inspect each 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 activity 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 Long Beach Rowing Association, the United States Rowing Association, the City of Long Beach, their administrators, directors, agents, officers, volunteers and employees, other participants, regatta organizers, any sponsors, advertisers and, if applicable, owners and lessors of premises on which the activity takes place- (each considered one of the Releases 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 Releases 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 acting on my behalf, makes a claim against any of the Releases, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releases from any litigation expenses, attorney's fees, loss, liability, damage or cost which any may incur as a result of such claim;

**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 this Agreement is held to be invalid the balance of it shall continue in full force and effect.**

Participant's Name	Participant's signature (under 18 parent or guardian)	Date	Event #'s Entered
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____
11. _____	_____	_____	_____
12. _____	_____	_____	_____
13. _____	_____	_____	_____
14. _____	_____	_____	_____