

TRANSPORTATION WAIVER AND RELEASE

_____ ("Owner") hereby acknowledges that neither _____ ("Driver") nor California State University Long Beach nor the Long Beach Rowing Association nor the Long Beach Junior Crew (collectively "Long Beach Organizations") are carriers for hire and that Driver is providing transportation as a volunteer and is accepting pro-rata reimbursement of transportation expenses only.

In consideration of Driver's efforts and the use of vehicles belonging to Driver and/or a Long Beach Organization, and in recognition that the transportation of boats and other property listed below is being undertaken as a joint venture by Driver and Owner:

1. Owner Releases, discharges, and covenants not to sue Driver or any Long Beach Organization or their insurers, directors, agents, officers, volunteers, employees and other representatives (each considered one of the Releasees herein) from all liability, claims, demands, losses, or damages on Owner's account whether or not caused in whole or in part by the negligence of the Releasees in connection with the transportation of Owner's boats or other property.
2. Owner warrants and represents that its boats and other property being transported by Driver are fully insured against any damage, theft or loss that might occur in the course of transportation and Owner agrees to look to its own insurance to cover any damage, loss or theft and not to Driver or any Long Beach Organization or their insurers.
3. Owner further agrees that if, despite this release and waiver of liability, Owner or anyone on Owner's behalf, makes a claim against any of the Releasees, Owner 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 a the result of such a claim.
4. Owner agrees that the term "transportation" as used herein includes the entire time Owner's boats or other property are in custody of Driver or a Long Beach Organization whether pending departure or awaiting redelivery to Owner.
5. Owner represents and warrants that the person signing this Release on its behalf is authorized to do so, and has the right and authority to execute this Release and to bind Owner to this Release.

I have completely and carefully read this Waiver and Release prior signing my name below. I fully understand and agree to its contents and represent and warrant that I am authorized to execute this agreement on Owner's behalf.

Dated: _____
_____ (signature)

_____ (printed name)

On behalf of: _____
(Owner)

Describe Transportation: _____

Describe Boats & Other Property:

