

2009 Marathon Rowing Championships
Release and Waiver of Liability, Assumption of Risk, and Indemnity
Agreement ("Agreement")

IN CONSIDERATION of being given the opportunity to participate in any way in the Marathon Rowing Championships herein referred to as "Regatta", I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of this Regatta, both on the water and land based and that I am qualified, in good health, and in proper physical condition to participate in such activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Regatta.

2. FULLY UNDERSTAND that: a) ROWING ACTIVITIES, INCLUDING THIS REGATTA, 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 conditions in which the Regatta takes place, or the NEGLIGENCE OF THE "RELEASEES" 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 FULLY ACCEPT AND ASSUME ALL RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in this Regatta.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE US Rowing, the Natchitoches Rowing Club, Northwestern State University, the City of Natchitoches, the Cane River Waterway Commission, their administrators, directors, agents, officers, volunteers, and employees, other Regatta participants, regatta organizers, any sponsors, advertisers, and owners and lessors of premises on which the Regatta takes place, (each considered "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 any may incur as the result of such a claim.

4. Parental Consent and I, the minor's parent and/or legal guardian, understand the nature of rowing activities and the minor's experience and capabilities and believe the minor to be qualified to participate in the Regatta and to understand and abide by the safety rules for participants. I hereby release, discharge, covenant not to sue, and agree to indemnify and hold harmless each of the Releasees from all liability, claims, demands, losses, or damages on the minor's 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 further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost which any Releasee may incur as the result of any such claim to the fullest extent permitted by the law.

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 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, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

ORGANIZATION NAME: _____ (if Unaffiliated, put Unaffiliated)

PRINTED NAME OF PARTICIPANT _____

ADDRESS _____
(Street) (City, State, Zip)

PHONE _____
(Home Phone) (Cell Phone)

PARTICIPANTS SIGNATURE (only if age 18 or older) _____ (DATE) _____

(Parent to fill out information below, if Participant is under the age of 18)

ORGANIZATION NAME OF MINOR: _____ (if Unaffiliated, put Unaffiliated)

PRINTED NAME OF PARTICIPANT _____

ADDRESS _____
(Street) (City, State, Zip)

PHONE _____
(Home Phone) (Cell Phone)

PARENTS SIGNATURE (only if participant is under the age 18) _____ (DATE) _____