

UNIVERSITY OF CALIFORNIA DAVIS INTRAMURAL SPORTS/SPORTS CLUB OFFICE

WAIVER, RELEASE AND INDEMNITY AGREEMENT

I understand that there are risks and dangers inherent in participating and/or receiving instruction in the Crew training at the University of California Davis Boathouse (hereinafter referred to as "activity"). I also understand that in order to be allowed to participate and/or receive instruction in this sport or activity, September 2007 – September 2008, I must give up my rights to hold The Regents of the University of California as liable for any injury or damage which I may suffer while participating and/or receiving instruction in this sport or activity.

Knowing this and in consideration of being permitted to participate and/or receive instruction in this sport or activity, I hereby voluntarily release The Regents of the University of California from any and all liability resulting from or arising out of my participation and/or receipt of instruction in the activity.

I understand and agree that I am releasing not only the entities set forth in the paragraph above, but also the Officers, agents and employees of those entities.

I understand and agree that this Agreement will have the affect of releasing, discharging, waiving, and forever relinquishing any and all actions or causes of action that I may have or have had, whether past, present or future, whether known or unknown, and whether anticipated or unanticipated by me, arising out of my participation and/or receipt of instruction in the activity, except for the acts or omissions of The Regents of the University of California, its officers, agents or employees which are found to be negligent by a court of competent jurisdiction.

I understand and agree that this Agreement applies to personal injury, property damage, or wrongful death which I may suffer, even if caused by the acts or omissions of others.

I understand and agree that by signing this Agreement, I am assuming full responsibility for any and all risk of death or personal Injury or property damage suffered by me while participating and/or receiving instruction in this sport or activity.

I understand and agree that this Agreement will be binding on me, my spouse, my heirs, my personal representatives, my assigns, my children and any guardian for said children.

I understand and agree that by signing this Agreement, I am agreeing to release, indemnify and hold The Regents of the University of California and their owners, agents and employees harmless from, any and all liability or costs, including attorneys fees, associated with or arising from my participation and/or receipt of instruction in the activity.

I understand and agree that if I am signing this Agreement on behalf of my minor child, that I will be giving up the same rights for said minor as I would be giving up if I signed this document on my own behalf.

I acknowledge that I have read this Agreement and that I understand the words and language in it. I have been advised of the potential dangers, incidental to participating and/or receiving instruction in said sport or activity. I have received a copy of the rules and regulations for training at the UCD Crew Boathouse.

WARNING! THERE ARE OBVIOUS KNOWN DANGERS INHERENT IN EXERCISE, FOR EXAMPLE: MUSCULAR STRAINS, BRUISES, SCRATCHES, SCRAPES, ALLERGIC REACTIONS, HEAT EXHAUSTION, DEHYDRATION, CRAMPS, CONCUSSIONS, BROKEN BONE(S), DISLOCATIONS, OTHER PHYSICAL INJURIES, ACTS OF THIRD PARTIES AND DEATH.

River City Rowing Club Member: _____

Parent/Guardian Release

I am the parent or legal guardian of said minor _____ and am signing this document on behalf of said minor.

Dated: _____ Print Name of Parent: _____

Sign Name _____