



Release of Liability

Petaluma River Marathon and Half Marathon - September 5, 2021

ACCEPTANCE OF THIS WAIVER IS REQUIRED IN CONSIDERATION of being given the opportunity to participate in the Petaluma River Marathon and Half Marathon sponsored by the North Bay Rowing Club (EVENT), for myself, my personal representatives, assigns, heirs, and next of kin.

1. ACKNOWLEDGE, agree and represent that I understand the nature of Rowing, and other Activities associated with this EVENT, both on water and land based, and that I am qualified, in good health, and in proper physical condition to participate in such Activity.
2. FULLY UNDERSTAND that: (a.) ROWING ACTIVITIES 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 Activity, the condition in which the Activity takes place, or the negligence of the Releasee 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 SUCH RISKS AND ALL 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 North Bay Rowing Club, the Regatta, their administrators, directors, agents, officers, volunteers and employees, other participating regatta organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises, on which the Activity takes place, (each considered one of the 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 Releasee 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 a result of such claim, to the fullest extent permitted by law.
5. AGREE to be familiar with, comply with, and be bound by the Rules and Regulations of North Bay Rowing Club, as they pertain to this EVENT.

6. IN CONSIDERATION of being permitted to compete, officiate, observe, work, or participate in any way in the Event I for myself, my personal representatives, heirs, and next of kin:
 1. Affirm that I have not been diagnosed with, demonstrated any symptoms of or have in any way been exposed to any communicable diseases (including but not limited to the virus commonly referred to as COVID-19) within the last 14 days, or that I have complied with all local, state and federal guidelines and regulations as related to communicable diseases;
 2. Acknowledge that I am aware that by entering the premises and participating in rowing-related and sponsored activities that there are risks to me and to those with whom I interact of exposure, directly or indirectly, to communicable disease(s) including but not limited to the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", "COVID-19" and/or any mutation or variation thereof;

3. HEREBY RELEASE, discharge, and covenant not to sue North Bay Rowing Club, the Regatta, their administrators, directors, agents, officers, volunteers and employees, other participating regatta organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises, on which the Activity takes place, all for the purposes herein referred to as "Releasees", from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefor, whether caused by the negligence of the Releasees or otherwise;
4. HEREBY agree to INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur arising out of or related to my illness or death, whether caused by the negligence of the Releasees or otherwise

I HAVE READ THIS COMMUNICABLE DISEASE RELATED HOLD HARMLESS, RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Printed Name of Participant: _____

Date of Birth: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Date: _____

Participant's Signature: _____

Organization: _____

PARENTAL CONSENT (If participant is under the age of 18)

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 such activity. I hereby release, discharge, covenant not to sue, and AGREE TO INDEMNIFY AND SAVE 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 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 Releasee, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost any may incur as the result of any such claim, to the fullest extent permitted by law.

Printed Name of Parent/Guardian: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Date: _____

Parent/Guardian Signature (only if participant is under the age of 18):
