



LIABILITY RELEASE, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

Overview and Terms I hereby affirm that I understand that I am a Member of the NEWPORT AQUATIC CENTER, Inc., A California Non-Profit, Public Benefit Company, (hereinafter referred to as the “NAC”), whether I am participating in an NAC activity that is hourly, monthly or a yearly membership program, and whether I am engaged in supervised or unsupervised NAC activities to receive instruction as a team member or individual or when involved in other activities at the NAC such as, but not limited to, the use of a kayak, rowing shell, outrigger, canoe, or stand up paddle board (“SUP”), or use of other vessels, when engaging in strength and conditioning classes or to use the exercise equipment, to attend NAC functions such as a race, regatta, ergathon, meeting of any kind, or for any reason whatsoever that I am at the NAC (hereinafter collectively referred to as “NAC Activities”) and I understand that such activities have inherent risks which may result in serious injury or death.

This Agreement applies to all NAC hourly, monthly and yearly members, for their personal use, instruction, involvement in a NAC Activity including travel off of the NAC grounds, and/or use of NAC facilities, NAC team members whether a junior or senior team member, NAC camp members to include travel during camp activities, NAC rowing, outrigger or paddle boarding team members, or any other team or camp activity, guests, business or group activity and any other participants on the premises, whether paying a fee or not, all of which are considered NAC members, (collectively, “MEMBERS”) in connection with their participation in NAC ACTIVITIES, operations, programs and associated activities operated by NAC or on or from property and/or vessels owned, leased or controlled by NAC by any other person or entity (collectively, “Operations”). As a precondition for any Member to participate in the Operations, each Member must (a) assume all risks of harm from their participation, (b) hold harmless and indemnify NAC and the other Releasees (defined below) from all damage caused by their participation in the Operations, (c) release NAC and the other Released Parties from any and all damage to themselves resulting from their participation in the Operations, and (d) otherwise agree to abide by the terms and conditions of this Agreement. This Agreement shall remain in full force and effect from the date it is signed until it is superseded by a new written Agreement between NAC and Member and/or any parent or guardian. This Agreement also imposes obligations on parents and guardians and should be reviewed with care.

Inherent Risks NAC Activities are inherently dangerous activities which may result in serious injury or death. Participation in NAC Activities include the use of human powered vessels and include certain on-shore exercise and recreational activities all of which are physically demanding and carry inherent risks to the health and safety of Members including but not limited to: harm from exposure to the elements; blisters, pulled muscles, neck or back injury, broken bones, injury from capsizing or caused by collision with other vessels, buoys, bridges, land, or debris and things floating in the water, scrapes, cuts and bruises, head concussions and injury from a variety of causes including injuries from rigging, ropes and lines; injuries from slips and falls, including on docks, while in the water or on the premises, harm caused by fishing gear, adverse weather, lightning, wild animals, heart attack, panic and/or hypothermia, drowning or death, and injury during travel to or from team or camp activities. By signing below Member and/or any parent or guardian signing for a minor member acknowledges and accepts all of these and all other risks associated with the Operations.

Physical Fitness Member acknowledges and agrees that it is their responsibility to determine their physical fitness for engaging in NAC Boating Activities and other physical activities at NAC. Member understands that NAC accepts no responsibility whatsoever for determining the Members’ physical fitness to engage in rowing, paddling, swimming, exercising and other activities in which Members participate at NAC.

Assumption of Risk & General Release Member and/or the parent or guardians of such member hereby acknowledges that serious accidents may occur during NAC Activities and/or programs or other activities connected with the Operations, including travel activities associated with an NAC program and that death or serious personal injury and/or property damage or other loss may result from participation in the Operations. Member and/or any parent or guardian knowingly assumes all risks of Member’s participation in the Operations, including all risk of personal injury, death and loss of or damage to the Member or their property, including further injury sustained as the result of the efforts of persons who come to the aid of Member(s) if injured or in danger as a result of participation in the Operations. Member and/or any parent or guardian hereby releases the NAC, its vessels and vessel owners and operators of vessels, its charterers, its coach(s) or instructor(s), my coaches/instructors any assistants to coaches/instructors, and its collective board members, trustees, agents, officers, employees, volunteers and contractors and all other persons associated with NAC Operations (collectively, “Released Parties”) and all other persons and entities mentioned above who might otherwise be liable to Members and/or any parent or guardian in any way arising out of contractual liability, product liability or the negligence of any party including the Released Parties, whether passive or active negligence as a result of Member’s participation in the Operations.

In consideration of Member being permitted to participate in the Operations, Member and any parent or Guardian signing on behalf of minor Member, on behalf of themselves and their heirs, executors, administrators, personal representatives, next of kin and any parent or guardian, agrees to assume all of the risks and responsibilities of participation and hereby releases, waives, discharges, holds harmless, covenants not to sue and covenants and agrees to indemnify the Released Parties with respect to any and all liability for any harm, injury, damage, cost or expense of any nature whatsoever, including but not limited to suffering and death, which Member may

incur, regardless of the cause, while participating in, or in transit to or from, NAC Activities/Operations. Further, Member and/or any parent or guardian signing below agrees to indemnify and hold harmless the Released Parties from any litigation expenses, attorneys' fees, loss, liability, damage or any other cost one or more of the Released Parties may incur due to a claim being made against the Released Parties, whether the claim is based on the negligence of any party including the Released Parties, whether passive or active negligence or otherwise.

This release is intended to discharge the Released Parties from any and all liability arising out of or connected in any way with Member's participation in the Operations, including without limitation any liability that arises out of negligence or carelessness on the part of any Released Party, whether passive or active.

Safety Obligations of Member Member agrees to comply with the attached safety rules and obligations as well as any other rules that may be posted at NAC or issued in connection with the Operations.

Responsibility for Injuries & Damage Member is liable for all damage caused by or to NAC boats and equipment while they are in the boat or using the boat, including costs relating to their error or negligence. The cost of damages includes NAC's actual costs for parts, materials and labor and any third-party charges incurred, as well as damage to property caused by Member's use of the NAC boats and equipment.

Enforcement, Choice of Law, Forum The terms herein are contractual and not a mere recital and each person signing agrees that they are signing this Agreement of their own free act and with knowledge that they hereby waive their legal rights. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement and the remainder of the Agreement will then be construed as though the unenforceable provision had never been contained herein. If any provision of this Agreement is deemed so broad as to be unenforceable, such provision shall be interpreted to be so broad as is enforceable. All disputes which arise out of this agreement shall be adjudicated in courts of competent jurisdiction located in the State of California, and the County of Orange and the laws of the State of California shall apply.

Photo and Video Release NAC Member and his/her parent or legal guardian assign the irrevocable and unrestricted right to use and publish photographs of the named NAC participant or in which NAC participant may be included, for editorial, trade, advertising and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. Photographer and his/her legal representative releases NAC from all claims and liability relating to said photographs.

Execution of Agreement Member states that they are of lawful age and legally competent to sign this Agreement, or that they have acquired the written consent of their parent or legal guardian. **THE UNDERSIGNED MEMBER ALSO ACKNOWLEDGES THAT THEY HAVE CAREFULLY READ THIS LIABILITY RELEASE, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT LINE BY LINE, THEY UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND BY ITS TERMS.**

BY THIS INSTRUMENT I AGREE TO EXEMPT, RELEASE AND INDEMNIFY SAVE AND HOLD HARMLESS MY COACHES, INSTRUCTORS, STAFF, THE NAC AND ALL RELATED ENTITIES AND RELEASED PARTIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

_____ Signature	_____ Date	
_____ Print Name	_____ Primary phone number	_____ Secondary/Emergency phone number
The undersigned parent and/or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to release and indemnify each and all of the Released Parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said Released Parties because of any defect in or lack of such capacity to so act and release said Released Parties as specified in this Agreement. THE UNDERSIGNED PARENT AND/OR LEGAL GUARDIAN ALSO ACKNOWLEDGES THAT THEY HAVE CAREFULLY READ THIS LIABILITY RELEASE, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT LINE BY LINE, THEY UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND BY THE TERMS.		
_____ Signature of parent or legal guardian if the member above is under the age of 18.	_____ Print Name	_____ Date

NAC RELEASE OF LIABILITY REV 7/2016

**ALL MONTHLY & ANNUAL MEMBERS HAVE A 2 HOUR TIME LIMIT ON ALL NAC EQUIPMENT
NAC SAFETY RULES AND OBLIGATIONS FOR USE OF DOCKS, BOATS, EQUIPMENT
FACILITY AND PREMISES**

Members agree to follow and abide by the following safety obligations.

MINIMUM AGES FOR USE OF NAC VESSELS

7 (seven) years old for kayaks

14 years old for stand up paddleboards and outrigger canoes

18 years old for rowing shells

Anyone Using A NAC Vessel Under The Age Of 18 Years Of Age Must Be Accompanied On The Water By An Adult

(Unless under a supervised NAC Program or Camp with an NAC Instructor.)

- (a) **HEALTH:** I will only participate in activities at the NAC when I am in good physical health and am physically able to perform the type of effort needed for such activity;
- (b) **SWIMMING ABILITY:** I am able to swim unassisted without a personal flotation device for a distance of at least 100 yards and I can tread water and stay afloat on my own for at least (5) five minutes.
- (c) **SAFETY:** I will never leave the NAC without all designated safety equipment including life jackets, leashes or other safety gear and I will ALWAYS wear and keep fastened my life jacket/leash at all times when on the water.
- (d) **SAFETY: WEAR SUNSCREEN TO PREVENT SUNBURN AS SUNBURN CAN BE SERIOUS TO YOUR HEALTH**
- (e) **SAFETY: BRING WATER WITH YOU OUT ON THE WATER TO PREVENT DEHYDRATION**
- (f) I will adhere to any restrictions imposed by the NAC staff at any time (both individual restrictions based on a age, skill and experience level, or general restrictions on the boats due to weather or other circumstances);
- (g) I will operate vessels safely and with good judgment and in designated areas which may vary by vessel, tides, weather (present or forecasted) on water activities, qualifications and other circumstance;
- (h) I will only use assigned and properly checked out boats and equipment and I will ensure boats, oars and paddles are returned rinsed off in clean condition, properly de-rigged, racked and secured at the NAC by the posted return time;
- (i) I will follow the current U.S. Coast Guard Navigation Rules and operate boats in compliance with all applicable local, state and federal laws and regulations;
- Kayaks and SUP's should yield the right of way to other vessels
 - All vessels should stay along the right sides of the channels, not down the middle
 - Use caution and watch for other boats when crossing the channels. Cross perpendicular to the flow of boat traffic.
 - Do not paddle into swim areas marked by buoy lines, docks or marina areas.
 - Watch out for and stay away from fishing lines near docks, jetties and shoreline.
- (j) **CAUTION! DO NOT go out of the harbor into the open ocean for any reason.**
CAUTION! DO NOT leave NAC vessels, oars, paddles or other equipment unattended anywhere in the harbor.
CAUTION! Strong winds and currents can come up suddenly in the harbor. Measure your energy so you can make it back to the NAC.
- (k) Notify NAC immediately of any damage or loss that occurs before, during or after use of an assigned boat;
- (l) Notify NAC immediately of any accidents or other personal injury to any Members or other individuals;
- (m) **WILD ANIMALS** – I will not approach or attempt to attract or feed fish, seals, sea lions, dolphins, birds or any animals in the harbor. I understand that these are wild animals which are unpredictable and may be dangerous to humans.
- (n) I will be careful of stepping on sharp objects in the harbor such as shells, glass, debris, fish or objects in the water.
- (o) I will not consume alcoholic beverages or illegal controlled substances before or while operating NAC boats and I will never smoke cigarettes or possess illegal substances at any time on NAC property.
- (p) I agree to pay the NAC any charges incurred for returning late or for equipment loss or damage to Boats, SUP's, Paddles and PFD's.

Signature _____ Print Name _____ Date: _____