

RELEASE OF LIABILITY, ASSUMPTION OF RISK AND ACCEPTANCE OF FINANCIAL RESPONSIBILITY

READ CAREFULLY AS THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS!

In exchange for participation in any activity or event sponsored, organized or in any way associated with, or related to, the mission or activities of, use of the boats or equipment owned or used by, or located on any property owned or utilized by the Old Anacortes Rowing and Sailing Society, (hereinafter, "OARS"), of Anacortes, WA, I agree for myself, my family members, associates, heirs and/or assigns and any other persons associated with myself to the following:

1. I, my family members, associates, heirs and/or assigns, hereby agree to abide by all rules, requirements and instructions given by any representative of OARS throughout the entire activity, event etc. Failure to do so will constitute full assumption of risk for any injury, loss or damages that result to myself, my family members, associates, heirs and/or assigns and to third parties, and to property, whether or not under the ownership or control of OARS.
2. I fully recognize there are numerous risks inherent to rowing, sailing and the activities and locations related to boats and boating, including the risk of serious injury and drowning. I assume full responsibility for all injuries, loss, and damages that may result from, or arise out of, the participation of myself, my family, associates, heirs and/or assigns in such activities, regardless of causation or fault. I, my family members, associates, heirs and/or assigns fully RELEASE and HOLD HARMLESS OARS, its' officers, directors, masters, committee members, and/or volunteers from all injuries, loss, and/or damages that may result from the involvement of myself, my family members, associates, heirs and/or assigns associated with their use of OARS boats and/or equipment and/or their presence in any location associated with OARS, regardless of causation or fault.
3. I, my family members, associates, heirs and/or assigns agree to fully indemnify OARS and its' officers, directors, masters, committee members and/or volunteers from all claims, causes of action, damages, judgments, costs, and/or expenses including all costs of litigation and attorneys' fees which may arise from the participation or involvement of myself, my family members, heirs and/or assigns in any OARS sponsored or organized event or activity, our use of OARS boats and/or equipment, and/or our presence at any location for any OARS related purpose.
4. I, my family members, associates, heirs and/or assigns assume joint and several liability for full reimbursement to OARS for any and all damages, injuries and/or loss that may result from our participation in OARS events or activities, our use of OARS boats, equipment and/or our presence at any location for any OARS related purpose.
5. Any claim or action that may arise between myself, my family members, associates, heirs and/or assigns shall first be submitted to mediation followed by arbitration for resolution. Such hearings shall be conducted under the provisions of applicable Federal and Washington law; and shall take place in Anacortes, WA, unless otherwise agreed upon, in writing, by the parties in advance.
6. In the event any portion of this document shall be found to be legally unenforceable, the remaining provisions shall remain in full force and effect.
7. OARS events and activities are often photographed and/or recorded for archival and/or marketing purposes. Participation or attendance at any such event or activity grants OARS permission to use any images reasonably related to the mission of OARS without reimbursement.

By signing this RELEASE, ASSUMPTION OF RISK and ACCEPTANCE OF FINANCIAL LIABILITY, I recognize that I have accepted legal and financial responsibility for any and all injuries, damages, and/or loss that may result from the participation of myself, my family members, associates, heirs and/or assigns. By my signature below, I acknowledge that I have read and fully accept all the terms of this Agreement.

Signed this _____ day of _____, 20__ at _____

Signature: _____

Printed name: _____

Address: _____

Phone: _____ Email: _____

Date of Birth: _____ (must be 18+ to sign)

By my signature above, the following family members and/or associates are also included and fully subject to the terms of this Agreement:

Name	Address	DOB	Relationship
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Witnessed for OARS this _____ day of _____, 20__ by the following authorized representative of OARS:

Signature: _____

Printed Name: _____

Address: _____

Phone: _____ Email: _____

OARS Position: _____