

Berkeley Paddling and Rowing Club (BPRC) GUEST WAIVER

Name _____

Address _____

City, State, Zip _____

Phone _____ Email _____

Guest Of / Mentor / Event _____

Release and Assumption of Risk to be Signed by All BPRC Guests

I have read and agree to abide by the BPRC Membership Rules as posted on the BPRC Bulletin Board. I am aware that there are certain risks involved in sculling and paddling at Berkeley Aquatic Park. I assume those risks and will hold BPRC harmless from any liability, claims or demands of any kind which may arise in connection with my use of BPRC facilities, boats, weight room, and related equipment. This agreement will serve as a release and an assumption of risk for my heirs and all members of my family including any minors accompanying me. I also agree to reimburse BPRC for any loss or damage that I may cause to any boat or other equipment that is owned by BPRC. Participant releases and forever discharges the City of Berkeley, its divisions, subsidiaries, affiliates, officers, agents, employees, and the heirs, executors or assigns of any of the foregoing, from any and all claims, demands, and causes of action of every kind, known or unknown, whether based in tort, contract, breach of warranty, strict liability, negligence or any other legal theory of recovery, and whether for general, special, compensatory or punitive damages, arising out of or in any way related to use of the Main Lagoon at Aquatic Park.

I have provided BPRC with a valid and reliable email address. I agree to notify BPRC of any change in my email address. Pursuant to CA Corporations Code § 20, I hereby consent to BPRC's use of this address for purposes of emailing me all meeting notices, ballots or other official member communications. I understand I may revoke this consent, but to do so I must submit in writing for BPRC's consideration a reasonable alternative method of sending me written communications.

Signature _____ Date _____

FOR PARTICIPANTS UNDER AGE 18 This is to certify that I, as parent/legal guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above, of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law. I further agree to the photographic and video release set forth above.

Parent/Legal Guardian Name & Address: (PLEASE PRINT)

_____ Emergency Contact # _____

Address: _____

Signature: _____ Date: _____

Mentoring Dates: _____