

2010 MILWAUKEE RIVER CHALLENGE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT  
For Participants 18 or Older

IN CONSIDERATION of being given the opportunity to participate in the 2010 Milwaukee River Challenge – rowing race activities (“Rowing Race Activities”), I, for myself, my personal representatives, assigns, heirs and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of Rowing Race Activities, both on water and land based, and that I am qualified, in good health, and in proper physical condition to participate in such Activities;

2. FULLY UNDERSTAND THAT: (A) ROWING RACE 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 THE CONDITIONS IN WHICH THE ROWING RACE ACTIVITIES TAKE PLACE, OR THE NEGLIGENCE OF THE RELEASEES 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 RESPONSIBILITY FOR LOSSES, COSTS AND DAMAGES INCURRED AS A RESULT OF MY PARTICIPATION,

3. AGREE AND WARRANT that I will examine and inspect the Rowing Race Activities in which I take part and, if I observe any condition that I consider to be unacceptably dangerous, I will notify the proper authority in charge of the Rowing Race Activities and will refuse to take part until the condition has been corrected to my satisfaction;

4. HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the other participants, volunteers, and other personnel involved in the Rowing Race Activities; the City of Milwaukee, the RiverWalk District, the Milwaukee Rowing Club, US Rowing, their members, member clubs, administrators, directors, agents, officers and lessors of premises on which the Rowing Race Activities take 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 Releasees 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 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;

5. AUTHORIZE that in the event that I sustain injury or illness while participating in any way in the Rowing Race Activities, I hereby authorize any first aid, medication, medical treatment or surgery for myself deemed necessary by licensed medical personnel. I also give my permission for attending medical personnel to execute on my behalf my permission form or other necessary medical documents and to act on my behalf if I am not immediately able or available to do so;

6. CONSENT to allow my picture and/or voice likeness to appear in any official documentary, promotional, exclusive television, radio or film coverage of the Rowing Race Activities in any manner incidental to my participation and without compensation to me.

7. I HAVE READ THE AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE SHALL CONTINUE IN FULL FORCE AND EFFECT.

PRINTED NAME \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_