

2010 MILWAUKEE RIVER CHALLENGE JUNIOR RELEASE OF LIABILITY AND INDEMNITY AGREEMENT  
("AGREEMENT") FOR PARTICIPANTS UNDER AGE 18 YEARS

IN CONSIDERATION of being given the opportunity to participate in the 2010 Milwaukee River Challenge – rowing race activities ("Rowing Race Activities") I, the minor participant's parent and/or legal guardian, for the minor participant ("Minor"), for myself, for our personal representatives, Assigns, heirs, and next of kin.

1. ACKNOWLEDGE, agree, and represent that I understand the nature of Rowing Race Activities and the minor's experience and capabilities believe the minor to be qualified to participate in such activity both on water and land based, and that the minor is qualified, in good health, and in proper physical condition to participate in such Activity. I affirm that the minor is an experienced swimmer capable of swimming 200 yards.

2. FULLY UNDERSTAND THAT: (A) ROWING RACE ACTIVITIES INVOLVES RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (B) THESE RISKS MAY BE CAUSED BY THE PARTICIPANT'S 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 FORSEEABLE AT THIS TIMES; AND I FULLY ACCEPT AND ASSUME ALL RISKS AND RESPONSIBILITY FOR LOSSES, COSTS AND DAMAGES INCURRED AS A RESULT OF THE MINOR'S PARTICIPATION.

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

4. HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE other participants in the Rowing Race Activities; volunteers or other personnel involved; the city of Milwaukee, the RiverWalk District, the Milwaukee Rowing Club, US Rowing, their members, member clubs, administrators, directors, agents. Officers; 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 or the minor's 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, the minor, 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 on behalf of the minor.

5. AUTHORIZE that in the event that the minor sustains 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 the minor deemed necessary by licensed medical personnel. I also give my permission for attending medical personnel to execute on the minor's behalf my permission for or other necessary medical documents and to act on the minor's behalf if I am not immediately able or available to do so.

6. CONSENT to allow the minor's picture and/or voice likeness to appear in any official documentary, promotional, exclusive television, radio or film coverage of Race activities in any manner incidental to the minor's participation in and without compensation to the minor.

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. I 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 OF MINOR PARTICIPANT: \_\_\_\_\_

PRINTED NAME PARENT/GUARDIAN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
(Street) (City) (State) (Zip)

PHONE: ( ) \_\_\_\_\_ DATE: \_\_\_\_\_

PARENT/GUARDIAN SIGNATURE: \_\_\_\_\_