



Participants Last Name: \_\_\_\_\_ M/F: \_\_\_\_\_ Birth Year: \_\_\_\_\_ Club name: \_\_\_\_\_

## WAIVER, RELEASE OF LIABILITY, AND ASSUMPTION OF RISK

In consideration of the services of NA Multisports, its member clubs, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as ("NAM")), I hereby agree to release, indemnify, and discharge NAM of liability, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as described below with respect to NAM activities, including but not limited to NAM races, fundraising events, community outreach events, practice and preparation for those races and events, at any location including but not limited to any location where such race or event occurs or where equipment for those races and/or events is placed or is in use.

1. I acknowledge that my participation in open water swim, beach running and paddling a paddle board or stand up board entails risks that are known, unknown, anticipated, and/or unanticipated that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential and/or fundamental qualities of the activity. I assume those risks and release NAM of liability resulting from those risks. I understand that I am hereby relinquishing certain legal rights.

**The risks include, among other things:** vessel capsize; tidal conditions and currents; travel in remote areas; collision with objects or other watercraft; prolonged exposure to cold water, hypothermia, accidental drowning; illness in remote areas; exposure to sun, strong wind, cold, storms, large waves, eddies and whirlpools; lightning; aggressive and/or poisonous marine life; wrist, arm, shoulder, and/or back injuries; slips and falls, including those occurring while getting on and off the vessel; and rapidly changing adverse weather and water conditions. Furthermore, I understand that NAM seeks safety, but it is not infallible, it might be unaware of a participant's fitness or abilities, it might misjudge the weather, the elements, or the terrain, and that it may give inadequate warnings or instructions. I also understand that the equipment being used might malfunction. I expressly acknowledge, and promise to accept and assume all of these risks.

2. I acknowledge, agree, and represent that I understand the nature of open water swimming, running, paddle board and SUP paddling and that I am qualified, in good health, and in proper physical condition to participate in such activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the activity.

3. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

4. **This agreement applies to any negligence alleged against NAM:** I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless NAM from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of NAM's equipment or facilities, including any claims which allege negligent acts or omissions by NAM.

5. Should NAM or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

7. In the event that I file a lawsuit against NAM, I agree to do so solely in the state of California, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against NAM on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understand it, and I agree to be bound by its terms.**

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Street Apt.# City (Spell out Completely) State/Zip

Phone #: Hm: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_ Birth Year: \_\_\_\_\_ M/F \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone #: Hm: \_\_\_\_\_ Cell: \_\_\_\_\_

### PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION(Must be completed for participants under the age of 18)

In consideration of (print minor's name) ("Minor") being permitted by NAM to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless NAM from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor. I agree to all of the terms above on behalf of Minor.

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_