

Harvard Dragon Boat GSAS Waiver

IN CONSIDERATION of being given the opportunity to be a member of the Harvard Dragon Boat GSAS (HDB-GSAS) team, I, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, AGREE, AND REPRESENT that I understand that the primary nature of the activities in which members of HDB-GSAS are engaged, including paddling both on water and on land (individually an "Activity" and collectively, the "Activities"), require strenuous physical exercise and that I am qualified, in good health, and in proper physical condition to participate in such Activities. I will notify the appropriate coach, supervisor, officer, director, or agent if I have, or if I develop, any physical problems or health conditions that may affect my ability to participate in the Activities without posing a danger to my health or safety or the health or safety of others.

2. FULLY UNDERSTAND that: (a) the Activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death ("Risks"); (b) these Risks may be caused by my own actions or inactions, the actions or inactions of others participating in the Activities, the condition in which the Activities takes place, or the negligence of the Releasees named below; and (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time. I FULLY ACCEPT AND ASSUME ALL RESPONSIBILITY for losses, costs, and damages I incur as a result of my participation in the Activities.

3. HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE HDB-GSAS, its administrators, officers, directors, agents, coaches, volunteers, other participants, sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place (all of which are hereinafter referred to as "Releasees") from any and all liability to undersigned, his or her heirs and next of kin, for any and all 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. 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 any of 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 may incur as a result of such claim.

4. I give my consent for HDB-GSAS to photograph and/or videotape my participation in program activities. In consideration of the possible use of my picture in the media set out below, I hereby give HDB-GSAS the irrevocable right and permission to copyright, use, re-use, publish, re-publish, exhibit, and distribute all or any portions of the above-referenced photographs and/or videotapes of me, in conjunction with my name, for use on team website(s) and in displays, presentations and publications. I also waive the right to approve the final product(s) in which these photographs and/or videotapes may appear.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND 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 I agree that if any portion of this agreement is determined to be invalid, all other parts shall continue in full force and effect.

Your Name: _____

Address:

Telephone: _____

E-mail: _____

Emergency Contact Name and Phone Number:

Signature and Today's Date

PLEASE INCLUDE A PHOTOCOPY OF A PICTURE ID THAT CLEARLY STATES YOUR NAME