

By signing below, I hereby verify that I have read and fully understand each of the following conditions for participation in any OAR Activity (as defined below), and I accept and agree to each of the conditions below. For any participant who is not yet 18 years old this participation agreement must be read and accepted by the legal guardian of the participant. By signing below, I hereby verify that as legal guardian of this participant, I have read and fully understand each of the following conditions for permitting my child to participate in any OAR Activity, and I accept each of the conditions below.

In consideration of being given the opportunity to participate in one or more Activities offered by or through OAR, I, for myself, my personal representatives, assigns, heirs, and next of kin, agree as follows:

1. DEFINITIONS. For purposes of this Participation Agreement (the "Agreement") the following definitions will apply:

- OAR means "Olympia Area Rowing Association".
- Activities include all activities and events offered by or through OAR, including on-water rowing, indoor rowing, athletic training and conditioning, regattas and other competitions (indoor, outdoor, virtual, and on-water), workdays, equipment repair & maintenance, landscaping & site work, social & civic events, spectating, coaching, assisting, volunteering, and travel to & from events & activities.
- Communicable Disease means COVID-19, SARS, any mutation or variation of COVID-19 or SARS, and any other serious or potentially life-threatening communicable disease.
- Property means 1210 Marine Drive NE, Olympia WA 98501 and any other property on which OAR conducts Activities.
- Property Owner means the owner of any other property on which OAR conducts Activities.
- Released Claims has the meaning set forth in Section 7.
- Released Parties means (a) OAR and USRowing (b) each Property Owner (c) each person or organization hosting or helping to conduct an Activity (d) all advertisers and sponsors of OAR, USRowing or any Activity (e) all administrators, directors, board members, agents, officers, representatives, volunteers, and employees of the entities listed in subparts (a) through (e) of this paragraph.

2. ACKNOWLEDGEMENT. I confirm that I understand the nature of each Activity I participate in, both on-water and on-land, and that I am qualified, in good health, and in proper physical condition to participate in such Activity. If I will be participating in any Activity on the water, I agree and represent that I am able to tread water for 10-minutes.

3. ASSUMPTION OF RISK. I fully understand that: (a) the Activities involve risks and dangers of serious bodily injury, permanent disability, paralysis, Communicable Disease, illness, and death; (b) these risks & dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, conditions at the Property or the negligence of one or more Released Parties; and (c) my presence on the Property or participation in the Activities may entail 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 such risks and all responsibility for any and all losses, costs, and damages incurred by me or my heirs, beneficiaries or next of kin because of my participation in the Activity or my presence on the Property.

4. DUTY TO REPORT. I agree that if while on the Property or engaging in an Activity I observe any condition which I consider unacceptably hazardous or dangerous, I will notify my coach or the proper authority in charge of the Activity and will refuse to take part in the Activity until the condition has been corrected to my satisfaction.

5. COMMUNICABLE DISEASE. As a condition of participating in a OAR Activity:

- 5.1. I acknowledge that I am aware that by entering the Property and participating in the Activities there are risks to me and to those with whom I interact of exposure, directly or indirectly, to Communicable Diseases.
- 5.2. I affirm that I have not been diagnosed with, demonstrated any symptoms of or to my knowledge been exposed to any Communicable Disease within 14 days prior to the Activity, except to the extent my participation is compliant with all federal, state, and local guidelines & regulations related to controlling spread of such disease.

- 5.3. If I have symptoms of or test positive for a Communicable Disease: (a) I will not attend practice or any other Activity during the time in which I could reasonably be contagious; and (b) I will promptly inform the coach or organizer of any Activity I have recently participated in.
- 5.4. If I have come into close contact with a person who has shown symptoms of or been diagnosed with a Communicable Disease, I will promptly inform the coach or organizer of each Activity I am registered for or have recently participated in, unless I have been fully vaccinated and shown no symptoms of the disease.

6. COMPLIANCE. I agree to familiarize myself with and follow all safety rules, protocols, guidelines, and procedures regarding safety & conduct, as established from time to time by OAR, USRowing, and the US Center for SafeSport (SafeSport Trained.org).

7. WAIVER AND RELEASE. To the fullest extent allowed by law, I hereby release and discharge each of the Released Parties from all liability, claims, demands, losses, damages and costs arising from any accident, personal injury, Communicable Disease or other illness, death or property damage property that occurs in connection with my participation in an Activity or my presence on the Property (the "Released Claims"), whether caused by the acts or omissions of one or more Released Parties or otherwise. I further agree not to sue any of the Released Parties for any of the Released Claims.

8. INDEMNITY. If, despite this Agreement, I or anyone claiming by or through me makes a claim against any of the Released Parties for one or more of the Released Claims, I agree to indemnify, save and hold harmless each of the Released Parties from all liability, losses, damages and other costs incurred by the Released Parties in connection with the Released Claims (including but not limited to attorney fees and litigation expenses) to the fullest extent permitted by law.

9. RIGHTS IN PHOTOGRAPHS AND VIDEO. In consideration of being allowed to participate in the Activities:

9.1. I hereby grant my specific permission to OAR, USRowing, and each of their respective directors, officers, employees, volunteers, regatta/event organizers, sponsors, advertisers, participants, affiliates, agents, and assigns (collectively "Licensees") to make or obtain photographic images/video of me during the Activities (collectively "Images"), and to publish, copyright, distribute, and display such Images in any medium, whether to the public at large or to any specific individual/group. I also waive any and all rights/claims to the Images, including future rights/claims to the Images and to any royalties or interest therein. I hereby release/discharge the Licensees from any/all liability by virtue of distortion, blurring, alteration, optical illusion, digital scanning/manipulation, and use in composite form, whether the same is intentional/otherwise, relating to the Images. I understand that the Licensees may use any process/procedure resulting in the completion of the finished product of the Images for publication, display, copyright, or distribution.

9.2. I hereby grant the Licensees a fully paid-up, non-exclusive, worldwide right, and license to use, display or otherwise exploit my name, nickname, voice, photograph, statements, biographical information & likeness, as well as the Images, in motion picture, videotape, electronic, and similar formats, so long as the Image relates to my participation in the Activities, whether in original or modified form. I waive any rights of privacy relating to the Images.

10. MISCELLANEOUS. For any Released Claim arising on or after the date of this Agreement, this Agreement supersedes any prior releases, waivers or indemnity agreements signed by me. I understand that this Agreement will remain in effect at all times while I am on the Property or participating in an Activity. I agree that if any portion of this Agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Washington, without regard to principles of conflict of laws.

I have read this participation agreement carefully and I understand its terms. I understand that I have given up substantial rights by signing it and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me. I intend my acceptance to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Printed Participant Name

Printed Legal Guardian Name *(if participant is under 18)*

Participant Signature

Legal Guardian Signature *(if participant is under 18)*

Date