

**PLAINS REGIONAL REGATTA
RELEASE, WAIVER, AND AGREEMENT NOT TO SUE**

I, _____, being of legal age (18 or older), acknowledge that my participation in the Plains Regional Regatta (the "Activity"), hosted by Wichita State University ("University") to be held on Sunday, May 5, 2019, involves a risk of injury, and assume the risk for the same. I understand and acknowledge that I am not required to participate in the Activity and that my participation is wholly voluntary.

In consideration of the University's agreement to permit me to participate in the aforementioned Activity, the receipt and sufficiency of which consideration is hereby acknowledged, I agree as follows:

1. For purposes of this document (the "Release"), I understand that "University" refers to the University and its employees, students, agents, servants, officers, trustees, and representatives (in their official and individual capacities) and further understand that "Releasees" refers to University, US Rowing and its employees, agents, servants, officers, trustees, and representatives (in their official and individual capacities); and any other Activity organizer, sponsor, advertiser, owner(s) and/or lessor(s) of the premises on which the Activity takes place.
2. I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby release, acquit and forever discharge the Releasees from any and all liability whatsoever, including the Releasee's own negligence, for any and all damages, losses or injuries, including death, mental anguish or emotional distress to persons and/or property, including but not limited to any claims, demands, actions, causes of action, damages, costs, expenses (including hospital and medical expenses) and attorneys' fees, which arise out of, during, or in connection with my participation in the aforementioned Activity, including but not limited to any damages, losses, or injuries to persons or property or both, which may be sustained or suffered by me or any person in connection with my association with, or participation in the Activity.
3. I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby agree to indemnify, defend and hold harmless the Releasee's from any and all liability, loss or damages they or any of them incur or sustain as a result of any claims, demands, damages, actions, causes of action, judgments, costs or expenses, including attorneys' fees, which result from, arise out of or relate to my participation in the aforementioned Activity.
4. I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby agree not to sue, or to seek any money from or judgment against Releasee's for any injury to me or damage to my property as a result of my attendance at or participation in the aforementioned Activity.
5. I agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Kansas, and if any portion hereof is held invalid, it is agreed that the balance hereof shall, notwithstanding, continue in full legal force in effect.
6. In the event of any cause of action, the laws of the State of Kansas apply and the jurisdiction lies with the state or federal courts in Sedgwick County, Kansas.
7. I hereby acknowledge and accept that there are certain risks, known and unknown, including serious bodily injury and death, and serious injury or impairment to other aspects of my body, general health, and well-being, that could result from my participation in the aforementioned Activity, which will include strenuous physical activity. I have knowingly and voluntarily decided to assume the risk of these inherent dangers in consideration of the Releasee's permission to allow me to participate in the aforementioned Activity and understand that such risks cannot be eliminated. I further certify that I am willing to assume the risk of any medical or physical condition I may have. I hereby release and discharge the Releasee's from any and all negligence, including the Releasee's own negligence, in connection with my attendance at, or participation in the Activity.
8. I agree to comply with the policies, procedures, and rules and regulations of US Rowing, including but not limited to the US Rowing Rules of Rowing, the World Anti-Doping Code, and the codes, rules, policies, and procedures of the U.S. Center for SafeSport.
9. If I am an employee of any of the Releasees, I acknowledge that my participation in the Activity is completely voluntary and does not constitute part of my work-related duties. I understand that my decision to participate, or not participate, in this Activity will not affect my job status.
10. I have no medical condition that would inhibit participation in the Activity. I will follow the directions of the Activity staff members and comply with the stated and customary precautions for participation in the Activity. Activity staff members may render first aid and/or obtain medical treatment deemed necessary. I will be financially responsible for all costs incurred thereby, regardless of insurance coverage. I release and discharge the Releasee's of all responsibility and liability for any injuries, illnesses, medical bills, charges, co-pays, deductibles or similar expense, whether covered by health insurance or not that I may incur while participating in or attending the Activity.
11. I hereby consent to any publicity, including the use of my name and likeness, and waive any right to inspect and/or approve any images, recordings or other record (e.g., photography, film, videotape, recordings or advertising copy, etc.) which may be used in connection with my participation or attendance at the Activity including, but not limited to social media accounts. I understand that I will not be compensated in any way for such use.
12. I agree to follow all rules, policies, procedures and instructions issued by University during my participation in the Activity.

**THIS DOCUMENT IS A RELEASE OF LEGAL RIGHTS. BE CERTAIN YOU READ IT BEFORE SIGNING.
IF YOU ARE UNDER 18, THIS FORM MUST BE SIGNED BY YOUR PARENT OR GUARDIAN BEFORE PARTICIPATING IN THE ACTIVITY.**

I acknowledge and represent that I have carefully read this Release; that I sign it as my own free act and deed; that I am fully competent to sign this Release; and that the consideration for signing this Release is full and adequate. It is my express intent that, while I am alive, this Release will bind me, my child or ward, my spouse, and the members of my family; and that in the event of my death, this Release will also bind my estate, heirs, administrators, personal representatives, and assigns.

Printed Name: _____

Date: _____

Signature: _____

Parent/Guardian Signature: _____
(if under 18 years of age)