

# RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

This agreement contains a release and waiver of important legal rights and constitutes an agreement to indemnify for certain losses. Please Read Carefully!!

IN CONSIDERATION of being permitted to enter and utilize the facilities and equipment of the Newport Aquatic Center (NAC) and participate in various NAC programs, I, the undersigned, for myself, my personal representatives, assigns, heirs and next of kin, acknowledge, agree and represent that:

1. I certify that I can swim.
2. I agree to comply with all rules, regulations, instructions and safety regulations concerning the NAC.
3. I am aware that certain risks exist in the performance or activities and programs at the Newport Aquatic Center. Among other things, these risks include adverse weather, exposure to the elements, capsizing, collision with other vessels, and drowning. Such risks, as well as unexpected or unforeseen events or conditions, could lead to physical injury or death. I voluntarily participate in this program and utilize various NAC facilities and equipment with the knowledge of the risks involved, and agree to accept any and all risk of injury or death.
4. I hereby release, waive and discharge the NAC, its directors, officers, employees, affiliates, agents or members herein after referred to as "releasees," from all liability to me, my personal representatives, assigns, heirs, and next of kin for any and all loss, injury or damage, and any claim or demands thereon on account of injury to myself for my property or resulting from my death, whether caused by the negligence of the releasees or otherwise while I am in or about the facilities of the NAC or using the equipment of the NAC or participating in activities or programs of the NAC.
5. I hereby assume full responsibility for any risk of bodily injury, death or property damage due to the negligence of releasees or otherwise while I am in or about the facilities of the NAC, while I am using the equipment of the NAC, and while I am participating in activities or programs of the NAC. I hereby assume full responsibility for any risk of damage to my personal property due to negligence of releasees, while stored or otherwise present at the Newport Aquatic Center.
6. I hereby agree to indemnify and save and hold harmless, the releasees and each of them from any and all liability, damage, or cost they may incur due to the presence of myself or my property on or about the facilities of the NAC, due to my use of NAC facilities or equipment, and due to my participation in activities or programs of the NAC and whether caused by the negligence of the releasees or otherwise. Further, I agree to assume full responsibility for any loss, liability, damage, or cost which results from my acts or omissions, including but not limited to, damage or loss of or to these facilities or equipment of the NAC.
7. I expressly agree that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the Law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I have carefully read, and I fully understand and voluntarily sign the release and waiver of liability and indemnity agreement and further agree that no oral representations, statements, or inducements apart from the foregoing written agreement have been made. I am aware that this is a contract between myself and the Newport Aquatic Center, and I sign this agreement of my own free will.

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**Date**

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**Signature**

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**Printed Name**

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**Signature of Parent / Guardian  
if under 18 years of age**

***Newport Aquatic Center / One Whitecliffs Drive / Newport Beach / CA / 92660 (949) 646-7725***