



Operated by Guest Services, Inc.

ACKNOWLEDGEMENT OF HAZARDOUS ACTIVITY, REPRESENTATION OF HEALTH INSURANCE COVERAGE, AND RELEASE OF GUEST SERVICES, INC.

Background

Thompson Boat Center ("TBC") is owned by the National Park Service ("NPS"), and operated by Guest Services, Inc. ("GSI"). TBC operates, among other reasons, to provide rowing activities to the public, including an opportunity to experience rowing competition (rowing activities and rowing competitions are herein referred to as "Activities" or "Activity".)

Acknowledgement of Hazardous Activity

Activities involve risks, including, without limitation, the risks of serious bodily injury, possible permanent disability, paralysis, and death ("Risks"). These Risks may be caused by my own action(s) or inaction(s), or the action(s) or inaction(s) of others.

I agree and warrant that I will fully examine and inspect each Activity, including the equipment used therein, and that if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Activity and refuse to take part in the Activity until the condition has been corrected to my satisfaction.

Representation of Health Insurance Coverage

Having read and understood the Acknowledgement of Hazardous Activity, I understand that rowing can lead to serious bodily injury. I also understand that none of GSI, NPS, or TBC provide insurance in any form to cover my medical expenses should I be injured participating in Activities.

I represent to GSI that I carry health insurance with _____ company, policy number _____ and that such health insurance coverage will continue through the period I am engaged in any Activity involving TBC. I also represent that I will utilize the above-mentioned health insurance coverage if I am injured during any Activity.

Release of Guest Services, Inc.

I hereby RELEASE, discharge and agree not to sue GSI, TBC, and NPS, nor any of their employees, agents, officers, directors, or agents (collectively "Releasees") from and for any and all liabilities, claims, demands, losses or damages to me caused, or alleged to be caused, in whole or in part, by the negligence or otherwise of Releasees or any of them.

If, despite this RELEASE, I, or anyone on my behalf, makes a claim and/or files suit against Releasees, I will indemnify, defend and hold harmless the Releasees and each of them, from any litigation expenses, attorney fees, loss, liability, damage, or cost which they may incur as a result of such claim or suit, to the fullest extent permitted by law.

Understanding

I have read this Acknowledgement of Hazardous Activity, Representation of Health Insurance, and Release of Guest Services, Inc. I fully understand its terms, and have been given the opportunity to discuss its terms with an attorney of my choice before signing.

I realize that am giving up substantial rights by signing this document, and am signing it freely, without any inducement or assurance of any nature.

I intend this document to be a complete and unconditional release of all liability to the greatest extent allowed by law, and agree that if any part of this document is held to be invalid, that the balance shall continue in full force and effect.

Participant:

Printed Name of Participant: _____ **Date:** _____

Address: _____

_____ **Phone:** _____

Signature (only if age 18 or over)

Parental Consent (if Participant is under the age of 18):

And I, the minor's parent and/or legal guardian, understand the nature of rowing activities and the minors experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue, and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages on the minors account caused or alleged to be caused in whole or part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this

release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasee, I WILL INDEMNIFY, SAVE, AND HOLD ARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as the result of any such claim, to the fullest extent permitted by law.

Printed Name of Parent/Guardian: _____ **Date:** _____

Address: _____

_____ **Phone:** _____

Parent/Guardian Signature (only if participant is under the age of 18):
