

Hopkins Marine Station of Stanford University
Boating Safety Program
Liability Release and Waiver

The parties to this Release are

_____ (Participant),

(Participant's parents or legal guardian, if Participant is under 18) all referred to hereafter jointly and severally as "Participant", and the Board of Trustees of the Leland Stanford Junior University (referred to hereafter as "Stanford"), for the Hopkins Boating Safety Program (Program).

Participant is a voluntary participant in this Program. Participant understands and agrees that such activities may be dangerous and that Stanford and the Program cannot guarantee the safety of Participant. Participant further understands that because participation is voluntary, any failure to participate in this program will have no negative impact, including academic, on Participant.

Assumption of Risk. Participant expressly understands and agrees that participating in the Program presents risks to Participant and her/his property. Participant fully assumes personal injury risks such as injury to the head, neck or spine, injury to the muscular or skeletal systems, injury to internal organs, scratches, bruises, strains, sprains, contusions, loss or damage to sight, teeth or hearing, paralysis, concussions, brain damage, long/short-term disability, loss of income/career opportunities, serious injury and/or death. Participant also fully assumes the risks associated with participation including the risks specifically associated with water and watercrafts, and the Participant's own negligence. Any activities Participant may take part in, whether as a component of the Program or separate from it will be considered to have been undertaken with Participant's approval and understanding of any and all risks involved.

Participant further recognizes, understands and agrees that Stanford and the Program assumes no responsibility for any liability, damage or injury that may be caused by Participant's negligence or willful acts committed prior to, during or after participation in the Program, or for any liability, damage or injury caused by others, including other Participants.

Adherence to Standards and Hold Harmless. Participant understands and agrees to abide by all policies, rules, and regulations of Stanford and the Program. Participant specifically understands that she/he is personally responsible and holds harmless the Program and the Board of Trustees of the Leland Stanford Junior University, their officers, trustees, faculty, agents, representatives, volunteers, students and employees (hereafter "Released Parties") from any action, claim, or demand that Participant or his/her heirs or legal representatives, have or may have for any and all

personal injuries he/she may suffer or sustain, regardless of cause or fault as a result of his/her voluntary decision to participate in the Program or related activities, on or off of Stanford's campus.

Termination of Participation. Participant shall not engage in inappropriate conduct. Participant understands that, in its sole discretion Stanford or the Program or their representative may terminate Participant's participation in the Program at any time, including during the Program. Reasons for termination may include, but are not limited to: inappropriate conduct or other behavior by Participant deemed detrimental to the best interests of Stanford or the Program; emergencies; or health or safety considerations. Such termination shall not diminish or otherwise alter Participant's obligation to make any payment required for the Program, nor shall the Program be required to make any refund.

Release of Claims. In consideration of being accepted into the Program, Participant, his/her heirs, executors, administrators, employers, agents, representatives, insurers, and attorneys, hereby release and discharge the Released Parties from any and all claims which may arise from any cause whatsoever, including any negligent act or omission by the Released Parties. Participant further releases and discharges the Released Parties from liability for any accident, illness, injury, loss or damage to personal property or any other consequences arising or resulting directly or indirectly from Participant's participation in the Program. The Participant acknowledges and agrees that the Released Parties assume no responsibility for any liability, damage, or injury that may be caused by Participant's negligent or intentional acts or omissions committed prior to, during, or after participation in the Program, or for any liability, damage, or injury caused by the intentional or negligent acts or omissions of others, including Participants.

Indemnification and Hold Harmless. Participant hereby agrees to indemnify, defend, and hold harmless the Released Parties from any injury, loss or liability whatsoever including reasonable attorneys' fees and/or any other associated costs, caused by any act or omission of Participant resulting from direct/indirect Program participation.

Physical Condition and Insurance. Participant attests that she/he is physically capable of participating and has no known health restrictions that might jeopardize her/his safety or health or the safety or health of others during their participation in the Program. Participant gives permission for Stanford or the Program to provide immediate and reasonable emergency care should it be required.

Participant attests that she/he will have health insurance. Participant agrees to be solely responsible for payment in full of all costs of medical care she/he may receive.

Activities Outside Program. Should Participant choose to remain at the Program location or elsewhere either before or after participation in the Program, the Program will cease to act as a sponsor for Participant. Should Participant drop out of the Event voluntarily or involuntarily, the Program will cease to act as a sponsor for Participant. In either of the foregoing events, this release and waiver shall remain in full force and effect.

Program Modification and Cancellation. The Program reserves the right to cancel or modify the Program for any reason.

Severability. It is understood and agreed that, if any provision of this release or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this release which can be given effect without the invalid provisions or applications. To this end, the provisions of this release are declared severable.

Governing Law and Venue. This release shall be construed in accordance with, and governed by, the laws of the State of California. The venue for any action arising out of this Agreement shall be the County of Santa Clara, State of California. The parties agree to submit to jurisdiction in Santa Clara County, California.

Construction and Scope of Agreement. The language of all parts of this release shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This release is the only, sole, entire, and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises, or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This release supersedes any earlier written or oral understandings or agreements between the parties.

Participant acknowledges that she/he has read this release and that she/he understands its meaning and effect.

Date:

Participant Signature:

Printed:

Date:

Signature of Parent or Legal Guardian (if Participant under 18):

Printed:
