

**MINOR VOLUNTEER RELEASE FORM  
"DAY ON THE LAKE" 2008**

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **AGE:** \_\_\_\_\_

**PERSON TO CONTACT IN CASE OF EMERGENCY:**

**NAME:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **RELATIONSHIP:** \_\_\_\_\_

Please check if you are currently certified in the following:

BLS	yes	no
ACLS/PALS	yes	no
First Aide	yes	no
Emergency Water Safety	yes	no
Lifeguard	yes	no
Water Safety Instructor	yes	no
Boat Safety in the last 12 months	yes	no
EMT	yes	no
Paramedic	yes	no
Other _____		

I HEREBY THE HOSPITAL, ITS CO-SPONSORING ORGANIZATIONS, MEDIA REPRESENTATIVES, AND ANY PARTICIPANT THE RIGHT TO PHOTOGRAPH OR VIDEO IN PROMOTIONAL, FUND-RAISING, DOCUMENTARY OR MEDIA COVERAGE WITHOUT COMPENSATION TO ME.

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

*(Parent or legal guardian must sign if person is under 18 years of age.)*

**CHW MINOR VOLUNTEER WAIVER AND RELEASE OF LIABILITY/  
AGREEMENT TO INDEMNIFY**

I, \_\_\_\_\_ (“Releasor”), represent that I am at least 18 years of age and that I possess a valid driver’s license issued by the state of \_\_\_\_\_. I acknowledge that I am voluntarily requesting to participate in the “Day on the Lake” activity (the “Activity” or “Activities”) sponsored by Catholic Healthcare West, a California non-profit public benefit corporation dba St. Joseph’s Hospital and Medical Center as a volunteer. I further acknowledge that part of the Activities will include the use of certain personal watercraft and marine equipment (the “Products”)

**WARNING: DANGERS OF PARTICIPATION**

**I understand that the Activities and use of the Products can be dangerous to me depending upon how they are used and involve a variety of risks, including by way of example only and without limitation: tipping over, difficulty in steering, problems with handling characteristics of the Product, difficulty in stopping the Product, crashing the Product, fatigue, exhaustion and/or serious physical injury, including brain damage, paralysis or death. For proper use of the vehicle please refer to the Operator’s Manual.**

**1. Assumption of Risk**

**I EXPRESSLY DECLARE AND AGREE TO ASSUME THE ENTIRE RISK OF ANY AND ALL DAMAGES, OCCURRENCES, ACCIDENTS AND PERSONAL INJURY, INCLUDING BUT NOT LIMITED TO DISABILITY OR DEATH, THAT I MAY SUFFER WHILE USING THE PRODUCTS OR PARTICIPATING IN THE ACTIVITIES.** I hereby undertake and agree, that while I am using the Product or participating in the Activities, to respect and comply with all applicable laws, rules and regulations governing the Product’s use, to comply with directions and/or instructions given, including without limitation the content of the attached safety checklist. I shall be responsible for all fines, penalties, and property damage I may incur or cause to the Products, and personal injuries or property damage incurred by me, others as a result of my conduct and use of the Products or participating in the Activities.

**2. Rules of Participation and Familiarity with Attached Safety Checklist**

I have familiarized myself with the rules of the Activity, as well as the applicable rules for use of the Products and am familiar with the attached Safety List (which is incorporated herein by reference). I agree to obey such rules and safety guidelines and acknowledge that such rules and safety guidelines apply to me in all cases.

**3. No Alcohol or Drug Consumption**

I agree that I will not be under the influence of alcohol, drugs, or anything that could impair my faculties and/or judgment while using the Products or while engaged in the Activities.

#### 4. Waiver and Release of Liability

In consideration of the above, I, on behalf of myself, my spouse, heirs, assigns, successors, beneficiaries, executors, attorneys, and all other legal and/or personal representatives, agree to waive, release and covenant not to sue Catholic Healthcare West, a California non-profit public benefit corporation dba St. Joseph's Hospital and Medical Center and/or their parent, subsidiaries, successors or predecessors in interest, assigns, or any related or affiliated entities, their employees, officers, directors, agents, dealers, representatives, attorneys, insurers, insurance adjusters, insurance agents and brokers (collectively the "Released Parties"), of and from, any and all actions, causes of actions, claims, demands, damages, losses, costs, expenses, compensation, rights, debts, liabilities, obligations, disputed, controversies, and payments of every kind and character, known or unknown, existing or contingent, latent or patent, regarding, arising from, on account of, growing out of, or in any way related to, the Activity, the Product, the conduct of the Released Parties, or my own conduct, whether or not due to my own negligence, acts, or omissions, or the negligence, acts or omissions of my child or other third parties, or the Released Parties, for any and all known and unknown personal injuries, death, disabilities, damages, or intangible damages occurring at the time hereafter.

#### 5. Specific Release/Waiver of Unknown Claims

I understand that I may hereafter discover claims, facts, demands, actions, causes of action, liability, losses, damages, costs and/or expenses in addition to or different from those that I now know or believe to be true with respect to the Activity or the Product and the matters discussed herein. Nevertheless, I acknowledge that it is my intention to fully and completely waive and release the Released Parties from all such unknown matters and claims.

#### 6. Indemnification

I hereby agree to indemnify, defend and hold harmless the Released Parties against any and all claims, demands, actions, causes of action, liability, losses, damages, costs, expenses and reasonable attorneys' fees, which Released Parties may incur in any way related to my conduct, use of the Products, or my participation in the Activities.

#### 7. Responsibility for Operation by Minor

It is understood that, should I allow anyone other than myself to operate or use the Product, I agree to be fully and completely responsible for the safe use of the Product, and I will insure that they are at least 18 years old and that they have signed a Waiver and Release of Liability.

8. No Representations or Warranties by Released Parties

I hereby acknowledge and agree that no representation or warranty of any kind or nature whatsoever has been given to me regarding the condition of any facilities or equipment. I agree that the Released Parties shall not be liable for any alleged negligence pertaining to the condition of the facilities and/or equipment.

9. Entire Agreement/Severability

This Waiver/Release contains the entire agreement between me and the Released Parties, and the terms of this Waiver/Release are contractual. This Waiver/Release may not be modified in any way. If any part of this Waiver/Release is determined to be invalid by law, all other parts of this Waiver/Release shall remain valid and enforceable. This Waiver/Release shall be governed by the laws of the State of Florida (without regard to conflict of law provisions).

10. Full Understanding of Release and Waiver/ No Coercion

**I, the undersigned, declare that I have fully read and understood this final and complete Waiver and Release of Liability. I declare that I have not been influenced to any extent whatever in making this release by any representations or statements regarding the Activity, Product, or any other matters, made by the Released Parties and understand that I am giving up substantial rights by signing it and do so voluntarily.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

By: \_\_\_\_\_  
(Signature of Releasor)

Name: \_\_\_\_\_  
(Print)

Witness: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

**BARTLETT LAKE MARINA**

**WAIVER AND RELEASE OF LIABILITY  
FOR PERSONAL INJURY AND PROPERTY DAMAGE**

NOTE: THIS IS A WAIVER AND RELEASE OF LIABILITY FOR PERSONAL INJURY AND PROPERTY DAMAGE. PLEASE READ CAREFULLY.

This undersigned expressly and unequivocally releases and discharges Jack D. Church, Inc. d/b/a Bartlett Lake Marina, its officers, directors, agents and employees (collectively, “the Company”) of and from all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney’s fees (“claims”), involving personal injury and/or property damage arising from, connected with, relating to, or resulting from the manufacture, condition, possession, management, control, use or operation of Bartlett Lake Marina, including without limitation all claims arising from, connected with, relating to, or resulting from any actual or claimed negligent acts or omissions of the Company or otherwise, whether active or passive, including any and all injuries and damages caused in whole or part by the negligence of the Company; however the undersigned does not release or discharge the Company from claims arising solely from the gross or wanton negligence or intentional misconduct of the Company.

\_\_\_\_\_  
*Volunteer* \_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Witness* \_\_\_\_\_  
*Date*



"Day on the Lake" 2008-Barrows Neurological May 29-31, 2008

**WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT**

PLEASE READ, SIGN AND INITIAL THIS WAIVER AND RELEASE BEFORE ENGAGING IN ACTIVITY. IT RELEASES PARTICIPATING ENTITIES FROM LIABILITY TO YOU!

This waiver, Release and Hold Harmless agreement releases RideNow Powersports (Arrowhead Harley-Davidson Buell, Chandler Harley-Davidson Buell, Harley-Davidson Buell of Tucson, Sierra Vista Harley-Davidson , Santa Fe Harley-Davidson, Harley Davidson of Dallas Allen, Dallas Harley-Davidson Garland, Metro Motorsports, USA Motorsports, Victory BMW, RideNow Powersports Concord, RideNow Powersports Chandler, RideNow Powersports Phoenix, RideNow Powersports Surprise, RideNow Powersports Casa Grande, RideNow Powersports Miami, RideNow Powersports Tucson, RideNow Powersports on Ina, RideNow Powersports on Craig, RideNow Powersports on Rancho, RideNow Powersports on Sahara, RideNow Powersports on Boulder, RideNow Powersports Henderson, RideNow Powersports Longwood, RideNow Powersports Orlando, RideNow Powersports Ocala, RideNow Powersports Clearwater, RideNow Powersports Port Richey and Gables Motorsports),and each of their related constituent, or affiliated entities including each of their directors, officers, shareholders, agents, dealers and employees (RELEASEES) from any liability relating to my operation of a jetboat, personal watercraft, inboard, stern drive, outboard powered boat, motorcycle, ATV or any other product manufactured or distributed by RELEASEES ("PRODUCT") during this demonstration activity. \_\_\_\_\_ (initial)

I have been informed of applicable regulations, the operation features and the care and safety precautions before operating the PRODUCT. I know that PRODUCT operation can be a dangerous sport, which exposes me to serious personal injury or death. However, I want to operate the PRODUCT for my own needs, reasons and desires and therefore choose to participate at my own risk. I understand that RELEASEES have minimized the risk of injury or death associated with using the PRODUCT but also know it is impossible to completely eliminate the risk of injury or the degree of injury. \_\_\_\_\_ (initial)

I acknowledge that I am eighteen (18) years of age or older and I will not allow any person under the age of eighteen to operate the product. (Passengers under the age of eighteen (18) must have parent or guardian sign below). \_\_\_\_\_ (initial)

In consideration of riding the PRODUCT, I further agree to waive, covenant not to sue and indemnify, defend and hold each and all of said RELEASEES harmless from and against any and all claims, causes of action, demands or charges of whatsoever nature which any party may claim to have or hold for property damage or personal injuries, including death, arising out of my use or operation of RELEASEE'S PRODUCT while participating in this activity even if caused in whole or in part by the RELEASEES, on behalf of myself, spouse, heirs, agents or employer. \_\_\_\_\_ (initial)

I agree to wear all recommended protective apparel and to operate the PRODUCT according to all applicable laws. I have reviewed the product warnings, labels and instructional material and confirmed PRODUCT is in working order. \_\_\_\_\_ (initial)

I agree not to operate the PRODUCT under the influence of alcohol, drugs, or anything that could impair my faculties and/or judgment. I have no physical or mental disability that interferes with operation of the PRODUCT. \_\_\_\_\_ (initial)

I irrevocably consent to and authorize RELEASEES to use my name and likeness in any photos, video, or other reproduction of me while using the PRODUCT and RELEASEES may keep all film or prints of me, for any reason and without compensation. \_\_\_\_\_ (initial)

I have read this entire document and understand that by signing it I agree that RELEASEES will not be liable to me if I am injured or killed while operating the PRODUCT and I hold RELEASEES harmless from any claims of injury or death resulting from my use of the PRODUCT, even if caused in whole or in part by the negligence of the RELEASEES. \_\_\_\_\_ (initial)

Based on the above, I assume the risks of, and assume full responsibility for injury and/or death; as such risks are inherent in operating or using the PRODUCT. \_\_\_\_\_ (initial)

I HAVE CAREFULLY READ THIS WAIVER, RELEASE AND HOLD HARMLESS INDEMNITY AGREEMENT AND FULLY UNDERSTAND THE CONTENTS.

DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**PARENT OF GUARDIAN PERMISSION**

In consideration for my child or ward being allowed to participate in this activity and to use or operate the RELEASEES' product, I agree and represent that I am the parent or legal guardian of the above rider and give permission for the minor child or ward to operate, use and ride the RELEASEES' product, and agree on behalf of the minor, myself and my spouse, heirs, and legal representatives, to the terms of the above Waiver, Release of Liability and Indemnity Agreement.

IF PARTICIPANT IS UNDER 18, PARENT MUST SIGN                      SIGNATURE: \_\_\_\_\_

**REGISTRATION**

STREET ADDRESS: \_\_\_\_\_

CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP CODE \_\_\_\_\_

H. PHONE: \_\_\_\_\_ W. PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_

DRIVERS LICENSE # \_\_\_\_\_ E-MAIL: \_\_\_\_\_

**Safety checklist**

IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THESE ELEMENTS  
BEFORE STARTING YOUR PWC or BOAT DEMO

INITIAL EACH ELEMENT

<input type="checkbox"/> All riders must wear the appropriate safety equipment, including a properly fitted Coast Guard approved flotation device.	<input type="checkbox"/> Securely attach the engine stop lanyard to yourself. Keep attached at all times.
<input type="checkbox"/> Always operate at a safe speed and be prepared to stop or alter course in case of emergencies.	<input type="checkbox"/> Never jump waves or wakes, spin or splash and keep safe distance from others.
<input type="checkbox"/> Look in all directions constantly for others including skiers, divers and swimmers.  Stay in sight of shore, but avoid operating too close to residential and congested areas. Know the waters you will operate in and observe all navigational marks and signs.	<input type="checkbox"/> Respect the minimum age as required by law.  Observe all federal, state or local boating laws.  Know right of way rules. Generally, keep to your right and safely avoid others.
<input type="checkbox"/> Understand and respect the performance and operational characteristics of the PWC and/or sport boat. Read the Operator's Guide as well as the on-product warnings.	<input type="checkbox"/> Never drink alcohol or use drugs before or during operation.

This \_\_\_\_\_ day of \_\_\_\_\_ 2008\_\_.

**READ, UNDERSTOOD AND ACCEPTED BY :**

\_\_\_\_\_

®Trademark of RideNow Powersports ®. or its affiliates.