

**CITY OF LYNN PARKS AND RECREATION AND NORTH SHORE MARITIME CENTER, INC.'S
WATER SPORTS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND
INDEMNITY AGREEMENT**

In consideration of being given the opportunity to participate in any way in any North Shore Maritime Center, Inc., and City of Lynn Parks & Recreation Department water sports activities and related events (including, without limitation, rowing, kayaking, paddleboarding, sailing, and activities related to travel associated with such activities and events) ("the Activities"), I, for myself, my personal representatives, assigns, heirs, and next of kin, enter into this agreement ("Agreement") and state as follows:

1. I understand and agree to abide by all directions, instructions, policies, rules, and regulations of North Shore Maritime Center, Inc., the City of Lynn, and the City of Lynn Parks & Recreation Department while participating in the Activities.
2. I understand the physical risks associated with water sports (including, without limitation, rowing, kayaking, paddleboarding, sailing), including both on water and on land. I acknowledge that I am qualified, in good health, and in proper physical condition to participate in the Activities. I further acknowledge that it is my responsibility to consult with a physician prior to and regarding my participation in the Activities. I further agree and represent that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the the Activities. My participation in the Activities is voluntary and I assume all risks.
3. I fully understand that: (a) the Activities (including, but not limited to, water sports activities) may expose participants to significant risks, including risks related to physical exertion and rigorous exercise and risks related to drowning; (b) there may be other risks associated with Activities that are related to being in the outdoors or forces of nature, such as lightening, major storms, and strong sun, and risks that are related to travel in connection with Activities, such as automobile accidents; and (c) that these risks may be caused by my own actions or inactions, the actions or inactions of participants in the Activities, the conditions in which the Activities take place, or the actions or inactions of the "Released Parties" identified below in Section 4. The risks may include minor injuries, such as dehydration, scratches, bruises, and sprains; major injuries or medical emergencies such as loss of sight, joint or back injuries, concussions, and heart attacks; to catastrophic injuries or medical emergencies, such as paralysis and death. I fully accept and assume all such risks and all responsibility for losses, costs, and damages, that I may incur I incur as a result of my participation in the Activities.
4. On behalf of myself and my heirs, personal representatives, and administrators, I hereby release, waive, discharge, and covenant not to sue or hold responsible North Shore Maritime Center, Inc. and the City of Lynn (including, without limitation, the City of Lynn Parks & Recreation Department), and each of its and their administrators, directors, agents, officers, volunteers, and employees, other participants, organizers, and sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place ("Released Parties"), from all liability, actions, claims, demands, losses, or damages of every kind and nature whatsoever, and, specifically, any claim for negligence or negligent acts that may arise out of, or in connection with, my participation in the Activities. I further release and discharge the Released Parties from responsibility for any accident, illness, injury, or any other consequences arising or resulting directly or indirectly from my participation in the Activities. I further agree that if, despite this release, I, or anyone on my behalf, makes a claim against any of the Released Parties, I will indemnify, save, and hold harmless each of the Released Parties from any litigation expenses, attorney fees, loss, liability, damages, or costs that any may incur as the result of such claim.

5. This Agreement will in all respects be interpreted, enforced, and governed under the laws of the Commonwealth of Massachusetts, without regard to conflicts of laws rules. Any legal action brought in connection with any matter arising under, implicating, or related to any provision of this Agreement shall be commenced only in a court of the Commonwealth of Massachusetts or a federal court located in Massachusetts, and I consent to the jurisdiction of those courts. I also agree that if any portion of this Agreement is held to be invalid, then the remainder of the Agreement shall continue in full force and legal effect.

I UNDERSTAND THAT SIGNING THIS AGREEMENT, I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE NORTH SHORE MARITIME CENTER, INC. AND THE CITY OF LYNN, IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITIES. I FURTHER ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY, KNOWINGLY, AND VOLUNTARILY, AND WITHOUT DURESS OR COERCION, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ANY AND ALL LIABILITY, AND AN ASSUMPTION OF ALL RISK, KNOWN AND UNKNOWN, TO THE GREATEST EXTENT ALLOWED BY LAW IN THE COMMONWEALTH OF MASSACHUSETTS.

I HAVE READ THIS AGREEMENT AND I FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT AND RELEASE WILL BE BINDING ON ME.

Name(s) (printed clearly) _____

Address, City, State, Zip Code _____

Phone Number and Email Address _____

Signature _____

Signature of Parent or Guardian _____
(If participant is under age 18)

Printed Name of Authorized Representative _____
(If participant is under age 18)

Date _____