

NAME: (Print) _____ Date of Birth: _____

MAILING ADDRESS: (Street) _____

(City/State) _____ (Zip Code) _____

PHONE# _____ EMAIL ADDRESS: _____

TERMS:

1. This Agreement is valid only for the period of **March 12, 2024 thru November 2, 2024.**
2. Each member must complete a membership application.
3. The member must comply with club rules and policies. Failure to abide by the Bylaws of NOCC, Inc. is cause for immediate termination of this agreement and revocation of membership.
4. Membership Fee: **\$300.00.** Racing Fees additional depending on SCORA race availability.
5. Forms of payment: Check, Venmo @Newport-Outrigger, or Zelle.

GENERAL RULES & POLICIES:

1. Members are expected to obey the instructions, warnings and decisions of the Board of Directors, Executive Officers and/or Coaching Staff at all times, to be respectful of all club members, and to set good examples for future members.
2. Members do not have use of canoes, paddles or other club-owned assets without express permission from coaching staff.
3. Members are expected to take responsibility for NOCC equipment and site (e.g., ensuring that all the equipment is put away properly and special care is taken to maintain the beautification of practice site).
4. Consumption of alcoholic beverages & cigarette smoking are prohibited at practice site.
5. Members are expected to RSVP their seat to each practice via the TeamSnap account, failure to do so does not guarantee a seat at practice.
6. Members that would like to invite guests to a practice must obtain approval before that guest may attend the practice
7. Racing on behalf of NOCC is determined by the coaching staff.
8. The following behavior by a member may be cause for revocation of membership:
 - a. Providing coaching or other paddling-related instructions to another member or paddler without specifically being requested to do so by a member of the coaching staff.
 - b. Incidence of blatant or covert non-compliance with instructions and requests issued by a member of the coaching staff or steersperson.
 - c. Ignoring instructions of a Board member, executive officer, coach or steersperson that would otherwise subject the member or other members to danger, injury, or death, or damage to, or destruction of, club equipment.

RELEASE OF LIABILITY AND WAIVERS OF CLAIM:

In consideration of being allowed to participate in the NOCC events, **I HEREBY FULLY RELEASE FROM LIABILITY AND WAIVE ALL CLAIMS AGAINST NOCC, THEIR RESPECTIVE OFFICERS, DIRECTORS, COACHES, VOLUNTEERS, AND ALL OF THEIR MEMBERS WHO ENGAGE IN THESE ACTIVITIES (hereinafter the "RELEASED PARTIES")**. This release includes all informal practice and training sessions, as well as all social, charitable and/or fund-raising functions and any travel that is incidental and/or related to these activities. This release from liability and waiver of claims shall apply to all claims that may arise because of any mental and/or physical injury, disability and/or death, suffered by me, or any member of my family. I also release all claims against the Released Parties that may arise because of any loss, damage and/or destruction of my personal property. I intend that these releases shall fully bind my estate, heirs, survivors and/or assigns and that they shall be effective to the fullest extent permitted by law.

PUBLICITY RELEASE:

I understand that I may be recorded by photograph, video, or otherwise, visually and/or orally during the Activities. I grant an exclusive, worldwide, irrevocable, perpetual, sub-licensable, royalty-free license to the Release parties to use, publish, distribute, edit, modify, and/or alter my image, likeness, voice, actions, and statements (collectively, "Likeness") in any medium now or hereafter existing including, without limitation, any audio, video, film, photographs, social media, exhibition. Transmission, publication, or reproduction of the Activities for any purpose whatsoever, including but not limited to the non-profit, educational, and/or commercial purposes of the Released Parties and or/their sponsors, licensees, and/or advertisers, without further notice, authorization, or compensation, and I hereby waive all claims and potential claims relating to such use unless prohibited by law.

ASSUMPTION OF RISK:

I am a voluntary participant; I warrant that I am in good physical health and able to swim; I accept full responsibility for any medical expenses that may arise from any injuries I sustain while participating in these activities. I am fully aware of the dangers and risks associated with these activities. I understand that these risks include, but are not limited to, the risks of mental and/or physical injury, permanent disability, death and/or property damage; that could be caused by any of the following:

1. The risk of any equipment malfunction or failure. This includes, but is not limited to, the lack of, or improper or inadequate installation or maintenance of, any parts of the canoes and/or escort vessels, including any safety equipment.
2. The risk of my own negligence and/or the negligence of others.
3. The effects of exhaustion and/or exposure to extreme environmental conditions, including high surf, strong currents, high winds, storms and/or temperature extremes. I also understand that these conditions can affect the judgment, strength, stamina and/or coordination, of myself, or of others, thereby increasing my risk of injury, disability and/or death.
4. The increased health risks associated with sustained physical exertion under adverse conditions, including, but not limited to, seasickness, dehydration, heat exhaustion, heat stroke and heart attack.
5. The risk of injury, disability, death and/or property damage that may arise when loading, unloading, trailering and/or transporting the heavy canoes and/or equipment that are used in these activities.
6. The risk of injury, disability, death and/or property damage that may arise from the use of canoes and/or power boats in practices and in competitions. This includes, but is not limited to, the risk that I may be struck, cut, crushed or pinched by one of these vessels, regardless of whether I am a passenger, paddler or competitor.
7. The risk of injury, disability and/or death from dangerous and/or unpredictable marine life such as jelly fish, sting rays, sharks, sea lions, whales, and other such animals.
8. The increased risks caused by limited or inadequate access to proper medical attention in the event of injury. I also fully understand and accept that there are any number of other risks, both known and unknown, that may be encountered by me in these activities, even if not specifically listed above. I am fully aware of, and responsible for, my own health condition and/or any physical limitations I may have, both known and unknown, that may place me at risk with respect to these activities. I also warrant and agree that I will comply with all safety instructions given to me and I will warn others of any unsafe conditions I may observe while participating in these activities. With these understandings in mind, **I FULLY ACCEPT AND ASSUME ALL RISKS THAT ARE ASSOCIATED WITH, OR MAY BE ENCOUNTERED BY ME, WHILE PARTICIPATING IN THESE ACTIVITIES.**

IDEMNIFICATION:

I agree to fully hold harmless and to defend and indemnify the Released Parties from all claims, including all costs incurred in defending against said claims; that arise from, or are related to my own actions or inactions, or any injuries I may cause or incur, during my participation in these activities. This shall also include, but is not limited to, any costs or fees that maybe associated with emergency response providers, emergency care services and/or medical transport providers.

(Member Signature)

(Date)

(Parent or Guardian Signature)*

Required signature if member is under 18

(Date)

(Officer Signature)

(Date)

