

2021 MARINA DEL REY OUTRIGGER CANOE CLUB MEMBER AGREEMENT

MISSION STATEMENT:

Marina del Rey Outrigger Canoe Club's (hereinafter "MDROCC" or "the Club") principal mission is to encourage and perpetuate the sport and culture of outrigger canoe racing. Our values are community, competition, integrity, and respect. We are committed to being a competitive racing club.

As a Club Member (Member), I agree to abide by ALL terms of this Member Agreement (Agreement) as follows:

1. PARTICIPATION:

MDROCC is a Member run organization. The Club requires, and expects, participation of all Members in Club activities including but not limited to: practices, races, storing and cleaning of canoes, paddles and other Club equipment, meetings, club events, beach clean-up.

2. CODE OF CONDUCT: All Members agree and are expected to adhere to the following Code of Conduct:

- This is a competitive team sport. Personal aspirations and goals of Members are encouraged, but Members acknowledge that crew determinations for all events are in the sole discretion of the coaching staff.
- Treat all Members, and the general community, with respect and dignity.
- Demonstrate respect for the environment - especially the ocean.
- Act with respect for the sport and culture of canoe paddling.
- Care for and maintain the Club's equipment and property.
- Members are expected to regularly participate in practices, races, meetings, elections and fundraising events. Members are also expected to participate as needed or assigned to the Club's home race.
- Use of performance enhancement drugs and/or other non-prescription drugs or alcohol prior to/ during practice or any race is strictly prohibited.

Any violation of the Code of Conduct by any Member may subject that Member to disciplinary action by the Club including but not limited to, suspension and dismissal from the Club.

Members who witness any violation of the Code of Conduct by another, agree to report the event to a Coach or Director of the Club within a reasonable time after witnessing the event.

3. MEMBER DUES:

Member Dues (Dues) are non-refundable and non-transferable to other persons or fees. Dues may not be transferred or carried-over to subsequent seasons. Additional fees may be required of Members to cover additional costs, including but not limited to: special Club or SCORA assessments, gas for escort boats, out of state races, OC-1 racks, etc.

2021 Season Fees Schedule

- Due to safety protocols related to COVID-19, the 2021 Practice Season officially starts on May 2nd, 2021. Should races be permitted by State and County officials, Members will be required to cover additional costs, including but not limited to: special Club or SCORA assessments, gas for escort boats, out of state races, etc.
- Dues are \$250.00 for the practice season.
- Dues must be paid no later than June 1, 2021.
- Members may not participate in any Club activities if dues have not been paid by the deadline. This Membership Agreement must be signed by each Member prior to the Member's first practice.
- Club OC-1 Rack Fees: The Club's OC-1 rack space is intended for active, dues-paying Members. There is no guarantee of rack space. Rack agreements and fees will be handled separately in accordance with terms set by the County of Los Angeles.

4. WATER SAFETY AND PHYSICAL FITNESS:

Members understand that Outrigger Canoe racing is an inherently dangerous sport. Members acknowledge that by signing this agreement the Member is comfortable, physically capable, and able to swim and/or tread water for long periods of time in potentially very rough, high-wind, high-wave, and cold-water ocean conditions. Members further acknowledge the Member is capable of independently lifting themselves into a canoe from the open ocean. Members may be required to perform a water

skills test to demonstrate their ability in open ocean conditions. Members also acknowledge that they have required level of physical fitness to safely participate in practices and races.

5. SCHEDULING AND CREW SELECTION:

- Members agree to abide by the scheduling, practice, or any other organizational or instructional decisions made by the coaching staff.
- Members agree that coaches determine all crew selections during practices and races at his/her sole discretion.
- Members agree that there is always a possibility that given the limited number of seats in a boat that a Member may be told they will be excluded from a practice or race. No refund or apportionment of paid dues will be returned to any Member if they cannot be seated in a race or practice.

Members who choose to sign up for a race are committing to participate in practices leading up to and including the race itself. Members agree they will notify the coach ASAP of any inability to race for any reason including but not limited to: injury, illness, or unforeseen emergency or circumstance.

6. CONFLICT RESOLUTION:

If a Member has a complaint arising out of team operations, policies or practices or if a Member witnesses any violation by another of the Code of Conduct in Paragraph 2 above, that Member should:

- Address the problem directly with the involved person/s (Party) if reasonable and/or
- Seek out the assistance of a Club coach and ask his or her coach to help resolve the conflict and/or
- Submit his or her complaint to the Mediation Committee (Committee) for review and request for assistance. The 2015 Mediation Committee Procedure Policy can be found on the MDROCC web site/Member forum.

7. EQUIPMENT:

Members, including coaches, will not assume or use, borrow, possess, loan, or take command of any equipment/assets that MDROCC either owns or is responsible for, without the express permission of the Board of Directors.

Members agree they will be responsible for the costs of any repairs and/or replacement of any canoes and/or equipment proximately caused by the negligence or intentional behavior by that Member. The Member agrees that this determination and assessment will be determined solely by the Board of Directors.

8. COMMUNICATION:

The MDROCC web site/Member Forum is the primary and official communication vehicle for posting notices regarding Club activities. Members agree to check the message board on the Member Forum regularly for relevant Club information.

Members agree that they will not misuse the Member Forum by publishing inappropriate content. Misuse of the forum could result in having forum privileges suspended or revoked. Misuse of the Member Forum could also constitute a violation of the Code of Conduct.

9. Media Release:

Members consent to all participants, parties, MDROCC agents (or any third party) procuring in any and all manners, without payment or compensation, any and all media including, but not limited to, photographs, video, interviews, or similar, obtained by any MDROCC agent, party, participant, or 3rd party, for any purpose whatsoever, including but not limited to resale, advertising, and any and all activity including any and all promotional activity.

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 Released 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 nonprofit, 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.

10. RELEASE OF LIABILITY; WAIVER OF ALL CLAIMS; INDEMNIFICATION AND VENUE

In consideration of participating in the CLUB, including practices, races and all other team events, I HEREBY FULLY RELEASE FROM LIABILITY AND WAIVE ALL CLAIMS AGAINST THE CLUB AND ITS RESPECTIVE OFFICERS, DIRECTORS, COACHES, VOLUNTEERS, AND ALL OF THEIR MEMBERS WHO ENGAGE IN THESE ACTIVITIES

(hereinafter the “RELEASED PARTIES”). This release includes, but is not limited to, all races, all official and/or informal practice and training sessions, all non-official competitions, 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.

I am a voluntary participant; I warrant that I am in good physical health and that I accept full responsibility for any medical expenses that may arise from any injuries I incur 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 conditions including but not limited to: seaweed, kelp, ocean debris, jellyfish, sting rays, sharks, sea lions, whales or other marine animals.
8. The increased risks caused by limited or inadequate access to proper medical attention in the event of injury.

BY PARTICIPATING IN OR ATTENDING ANY OF THE ACTIVITIES, I VOLUNTARILY ASSUME ALL RISKS RELATED TO EXPOSURE TO COVID-19. I expressly and unconditionally assume all risks and dangers of every kind and nature whatsoever known or unknown, foreseen or unforeseen, and relating or incidental to my attendance at any of the Activities, including but not limited to the risk of personal injury (including death), exposure to communicable diseases, bacteria, illnesses or viruses or the causes thereof, or sickness, including without limitation exposure to the novel coronavirus SARS-CoV-2 and any resulting complication or disease (including but not limited to "COVID-19" together with any mutation, adaptation or variation thereof). I understand and agree that: (a) COVID-19 is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are present; (b) no precautions, including any protocols that may be implemented as part of any Activity, can eliminate the risk of exposure to COVID-19; (c) people of all ages and health conditions, including young, healthy people, have been adversely affected by COVID-19; (d) certain people have been identified by public health authorities as having greater risk based on their age or underlying medical conditions; and (e) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, and other short-term and long-term health effects, including death, regardless of a person's age or health condition.

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.

I agree to fully hold harmless and to defend and indemnify the Club, Coaches and other Members 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 may be associated with emergency response providers, emergency care services and/or medical transport providers.

I agree that any action arising out of, related to my participation in these activities, or relating to the interpretation or enforcement of this Agreement must be filed in the California Superior Court of Los Angeles County and that it will be interpreted solely in accordance with California law.

I have fully read and understand this entire document and I am signing it voluntarily, without relying on any other oral or written representations or statements not included herein.

I RECOGNIZE THAT BY SIGNING THIS DOCUMENT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE THE CLUB, OFFICERS AND DIRECTORS, COACHES AND/OR ANY AND ALL MEMBERS OF THE CLUB. I AM SIGNING THIS DOCUMENT OF MY OWN FREE WILL AND I INTEND FOR MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY IN FAVOR OF THE RELEASED PARTIES TO THE GREATEST EXTENT ALLOWED BY LAW. A photocopy, facsimile copy, digitally archived copy, and/or photographically archived copy of the executed original of this Member Agreement shall have the same force and effect as the executed original document.

This Membership Agreement shall remain in full force and effect from this date forward and I shall be bound thereby whenever I am participating in a Club event regardless of whether I am at that time a member of the Club.

I have read the above paragraphs and agree to be bound thereby,

MEMBER SIGNATURE: _____

DATE: _____

PRINT NAME: _____