

ROWING RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT (“AGREEMENT”)

IN CONSIDERATION of being permitted to participate in any way in the (Event/Rowing Club) Greater Columbus Rowing Association, in (“Club”) United States Rowing Association sponsored Activities (“Activity”) I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of Rowing Activities, both on water and land based and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I am able to tread water (head above water) for 5 minutes. I am able to swim 500 yards. I have/will review the rowing safety video. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. FULLY UNDERSTAND that: (a) ROWING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH (“RISKS”); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE “RELEASEES” NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity.
3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE USRowing, the Club, its administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the “RELEASEES” herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE “RELEASEES” OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND AFFECT.

PRINTED NAME OF PARTICIPANT: _____

ADDRESS: _____
(Street) (City) (State) (Zip)

DATE: _____ PHONE: _____

PARTICIPANT’S SIGNATURE (only if age 18 or over): _____

AND I, THE MINOR’S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF ROWING ACTIVITIES AND THE MINOR’S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR’S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE “RELEASEES” OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR’S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

PRINTED NAME OF PARENT/GUARDIAN: _____

ADDRESS: _____
(Street) (City) (State) (Zip)

DATE: _____ PHONE: _____

PARENT/GUARDIAN SIGNATURE (only if participant is under the age of 18): _____

I pledge to uphold all rules and regulations established by the association and its officers in accordance with GCRA’s By-Laws *and the GCRA safety rules and guidelines*. In addition, I agree to use GCRA equipment in accordance with the rules and regulations. I understand that all categorizations and re-categorization requests will be reviewed and approved by an officer-appointed committee.

Signature _____ Date _____