

## Waiver Form

Written by John Luber

Wednesday, 12 January 2011 21:08 - Last Updated Tuesday, 10 January 2012 10:14

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### Waiver of Liability

By signing below, I hereby verify that I have read and fully understand each of the following conditions for participation in any USRowing recognized or sanctioned event, and I accept each of the conditions below, especially the waiver and release set forth in paragraph one.

**FOR ANY PARTICIPANT WHO IS NOT YET 18 YEARS OLD THIS WAIVER MUST BE READ AND ACCEPTED BY THE LEGAL GUARDIAN OF THE PARTICIPANT.** By signing below, I hereby verify that as legal guardian of this participant, I have read and fully understand each of the following conditions for permitting my child to participate in any USRowing recognized or sanctioned event, and I accept each of the conditions below, especially the waiver and release set forth in paragraph one.

**ACCEPTANCE OF THIS WAIVER IS REQUIRED FOR ACCEPTANCE OF PARTICIPATION IN CONSIDERATION** of being given the opportunity to participate in any USRowing activity, including scheduled, supervised club activities, and registered regattas, during the policy term 12/31/11 - 12/31/12, 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.
2. **FULLY UNDERSTAND** that: (a.) **ROWING ACTIVITIES INVOLVE RISKS AND DANGERS** of serious bodily injury, including permanent disability, paralysis and death; (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 Releasee 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. **AGREE AND WARRANT** that I will examine and inspect each Activity in which I take part as a participant and that, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Activity and will refuse to take part in the Activity until the condition has been corrected to my satisfaction.
4. **HEREBY RELEASE**, discharge, and covenant not to sue USRowing, the Club, the Regatta, their administrators, directors, agents, officers, volunteers and employees, other participating regatta organizers, 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 Releasee 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, to the fullest extent permitted by law.

I have read this agreement, fully understand its terms, understand that I have given up

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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 effect.

Date \_\_\_\_\_ Organization \_\_\_\_\_

Participant Name \_\_\_\_\_ DOB \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Participant Signature X \_\_\_\_\_

Parent/Guardian Name \_\_\_\_\_ Parent/Guardian Signature X  
\_\_\_\_\_

(for Participants under 18)

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