

RESILIENT ROWING

Universal Release of Liability

IN CONSIDERATION of being given the opportunity to participate in any rowing activity, including, but not limited to, scheduled, supervised Resilient Rowing Club (RRC) activities, and affiliated regattas, as a member of RRC, I, for myself, my personal representatives, assigns, heirs, and next of kin:

ACKNOWLEDGE, agree and represent that I understand the nature of Rowing Activities, both on water and land based ("Rowing Activities"), and that I am qualified, in good health, and in proper physical condition to participate in such Rowing Activities.

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 Rowing Activity, the condition in which the Rowing Activity takes place, or the negligence of the Releasee(s) named below; and

(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 Rowing Activity.

AGREE AND WARRANT that I will examine and inspect each Rowing Activity in which I take part 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 Rowing Activity and will refuse to take part in the Rowing Activity until the condition has been corrected to my satisfaction.

HEREBY RELEASE, discharge, and covenant not to sue RRC; Resilient Rowing LLC or its owners (Paul Allbright and Matthew Petty) individually; RRC Coaches, or Staff; and/or Owners of the equipment used during these Rowing Activities, as Releasees, including but not limited to administrators, directors, agents, officers, volunteers and employees, any participating regatta organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises, on which the Rowing 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 may incur as a result of such claim, to the fullest extent permitted by law. I, and I alone, am responsible for my personal health and safety and the personal property that I bring with me. I am solely responsible for my medical expenses and decisions with respect to my care. I give my consent in the event of injury to any emergency medical aid, anesthesia, or operation deemed necessary by the attending physician.

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. I intend my signature on this agreement 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.

Printed Name of Participant _____

Address: _____

City _____ State _____ Zip _____

Phone: _____ Date: _____

Participant's Signature: _____

Parental Consent (if participant is under the age of 18 at any time during participation as a member of RRC):

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, 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 above Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost that any may incur as the result of any such claim, to the fullest extent permitted by law.

Printed Name of Parent/Guardian: _____

Address: _____

City _____ State _____ Zip _____

Phone: _____ Date: _____

Parent/Guardian Signature (if participant is under the age of 18): _____

