

Printed Name of Participant \_\_\_\_\_

**ROWING WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

IN CONSIDERATION of being given the opportunity to participate in the 2009 Head of the Giblet Regatta, I do 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 the water and land based, and that I can swim, am qualified, in good health, and in proper physical condition to participate in such activity.
- 2) **FULLY UNDERSTAND that: (a) ROWING ACTIVITIES INVOLVE RISK AND DANGERS** of serious bodily injury, including permanent disability, paralysis and death ("Risks"); (b) that these risks and dangers may be caused by my own actions or inaction, the actions or inaction of others participating in the Activity, the conditions in which the Activity takes place, or the negligence of the Releasees named below; (c) there may be other risks, social and economic losses either not known to me or not readily foreseeable at this time, and I **FULLY ACCEPT AND ASSUME 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 member of the club 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 the South Orlando Rowing Association, their respective administrators, directors, members, agents, officers, volunteers and employees., other participating regatta organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises on which any of the Activities takes place (each a 'Releasee' 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 any Releasee or otherwise, including negligent rescue operations; and I further agree that if, despite this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement, I, or anyone on my behalf makes a claim against any of the above Releasees, I **WILL INDEMNIFY, SAVE, AND HOLD HARMLESS** such of Releasee from any litigation expenses, attorney fees, loss, liability, damage, or cost which may be incurred as the result of any such claim.

I have read this Waiver and Release of Liability, Assumption of Risk and Indemnity 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 effect.

**PRINTED NAME OF PARTICIPANT:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
Street City State Zip

**TELEPHONE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PARTICIPANT'S SIGNATURE (if age 18 or over):** \_\_\_\_\_

**PARENTAL CONSENT**

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 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, I **WILL INDEMNIFY, SAVE AND HOLD HARMLESS** each of the releasees from any litigation expenses, attorney fees, loss liability, damage, or cost that may be incurred as the result of such claim.

**PRINTED NAME OF PARENT/GUARDIAN:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
Street City State Zip

**TELEPHONE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Parent/Guardian Signature (If participant is under age 18)** \_\_\_\_\_