

WAIVER AND RELEASE OF LIABILITY

READ THIS FORM COMPLETELY AND CAREFULLY

IN CONSIDERATION of being given the opportunity to participate in the Royal Canadian Henley Regatta, an event sanctioned by the Royal Canadian Henley Commission and Rowing Canada Aviron, I, for myself, my heirs, executors, administrators and assigns:

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 Rowing Activities involve certain risks and dangers incidental thereto. Rowers do not face the direction in which they are rowing, boats may be unstable and not designed to handle rough water conditions.
3. FULLY UNDERSTAND that:
 - a. ROWING ACTIVITIES INVOLVE RISKS AND DANGERS including but not limited to serious bodily injury, including permanent disability, paralysis and death, injury from collision with another vessel or stationary objects and from the malfunctioning of equipment and injury or drowning as a result of capsizing or being swamped by waves from passing vessels or adverse weather (Risks) and that such risks are increased when the air or water temperature is low creating the risk of hypothermia;
 - 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 by negligence;
 - c. there may be other risks and social and economic losses either known to me or not readily foreseen 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.

4. AGREE AND WARRANT that I will examine and inspect each 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 Activity and will refuse to take part in the Activity until the condition has been corrected to address reasonable safety concerns.
5. HEREBY RELEASE, discharge and covenant not to sue the Regatta organizers, 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, legal fees, loss, liability, damage or costs 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 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.

City: _____

Province: _____ Postal Code: _____

Phone: _____ Date: _____

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

: _____

THIS IS A RELEASE OF LIABILITY, WHICH SHOULD BE COPIED FOR YOUR USE.

Printed Name of Participant:

RCA/USRowing #: _____

Date of Birth: _____
Day/month/year

Address: _____

City: _____

Province: _____ Postal Code: _____

Phone: _____

Participant's Signature: _____

Organization: _____

**PARENTAL CONSENT
(if participant is under the age of 18)**

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

Printed Name of Parent/Guardian:

Address: _____