



Waiver Agreement- Cromwell Cup Regatta

Waiver Agreement

IN CONSIDERATION of being given the opportunity to participate in any Riverside Boat Club activity including, scheduled, unscheduled, supervised, unsupervised activities, and regattas or races of any kind including the Cromwell Cup Regatta....and/or

IN CONSIDERATION of being given the opportunity to use club equipment including but not limited to rowing shells, oars, launches, motors, exercise equipment, trailers, boat racks, docks, ramps etc...

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 ("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 Release 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 member, competitor, spectator or guest of Riverside Boat 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....and/or

AGREE AND WARRANT THAT I will inspect all equipment before using it and to take full responsibility for assuring that the equipment is in good working order and safe to use. I further understand that I am responsible for damage to club equipment not otherwise caused by normal wear and tear. I have read the Riverside Boat Club ("RBC") Guide and agree to abide by the rules and policies stated therein.

I WARRANT that I have liability insurance that covers my rowing activity at the Cromwell Cup regatta. This liability insurance may be a home owners or renters policy, a specific club or individual rowing liability policy or membership in USRowing.

4. HEREBY RELEASE, discharge, and covenant not to sue Riverside Boat Club, their administrators, directors, agents, coaches, officers, volunteers and employees, other participating regatta organizers, any sponsors, advertisers, and if applicable, owners and leaseholder of premises, on which the Activity takes place, (each considered one of the Releases 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 Release 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 Releases, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releases 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, and 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.

I accept this Waiver Agreement.

Competitor

*First Name

*Last Name

*Email

*Date of Birth MM DD YYYY

Parental Consent [for competitors under 18 yrs]

First Name

Last Name

Email

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 all Releases 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 Releases or otherwise, including negligent rescue operations, and further agree that if, despite the 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 litigation expenses, attorney fees, loss, liability, damage or cost an may incur as the result of any such claim, the the fullest extent permitted by law.

Submit