

Water Sports Center, Inc. & Maritime Rowing Club

Liability Waiver 2011-2012

In CONSIDERATION of being given the opportunity to participate in any Water Sports Center LLC, New Canaan High School Crew Inc., New Canaan High School, Maritime Rowing Club, St. Luke’s School, (collectively the “Club”) rowing program activities (“Rowing Activities” or “Activity”), for the period **September 2011 through September 2012**, 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 the water and land based, and that I am qualified, in good health, and in proper physical condition to participate in such an 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 and inactions of others participating in the Activity, the conditions in which the Activity takes place, or the negligence of the Releases named below; (c) there may be others risks and social and economic losses either known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY OF 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 or participant of the Club and that, if I observe any condition 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 US Rowing, the Club, their administrators, directors, agents, officers, volunteers, 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 otherwise, including negligent rescue operations, and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreements, I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the releases from any litigation expenses, attorney fees, liability, damage, or cost which may occur as a result of such claim.

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.

Printed Name of Participant _____

Address: (street, city, state, zip) _____

Phone: _____ Date: _____

Participant Signature (only if over 18): _____

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 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 Releasees, I WILL IDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost that may incur as the result of any such claim.

Printed Name of Parent /Guardian: _____

Address: (street, city, state, zip) _____

Phone: _____ Date: _____

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