USRowing Release of Liability

IN CONSIDERATION of being given the opportunity to participate in any USRowing activity, including scheduled, supervised club activities, and registered regattas, during the policy term 12/31/19 – 12/31/20, I, for myself, my personal representatives, assigns, heirs, and next of kin.

1. I 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. I 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. I AGREE AND WARRANT that I will examine and inspect each Activity in which I take part as a member of USRowing 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. I HEREBY RELEASE, discharge, and covenant not to sue USRowing, the Club, the Regatta, 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, attorney fees, loss, liability, damage, or cost which any may incur as a result of such claim, to the fullest extent permitted by law. 5. I agree to be familiar with, comply with, and be bound by the Rules and Regulations of USRowing, including but not limited to the USRowing Rules of Rowing (www.usrowing.org), the World Anti-Doping Code (www.usada.org), and the codes, rules, policies and procedures of the U.S. Center for SafeSport (the "SafeSport Rules," www.SafeSport.org), including with respect to the exclusive authority and jurisdiction of the U.S. Center for SafeSport to investigate and resolve reported sexual misconduct and the discretionary authority to investigate and resolve reports of other misconduct. I further agree that arbitration pursuant to the binding arbitration provisions of the SafeSport Rules shall be the exclusive method to resolve any dispute over any disciplinary action taken by USRowing as a result of a USCSS investigation (the "Arbitration Procedure")

PLEASE DO NOT CHANGE OR ALTER THE WORDING ON THIS WAIVER WITHOUT PRIOR APPROVAL FROM USROWING.

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.

Participant's Information

Name (print): _____

Signature: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Date: _____

USRowing Member # (if applicable): _____

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, attorney fees, loss, liability, damage, or cost any may incur as the result of any such claim, to the fullest extent permitted by law. I agree to be bound by the Arbitration Procedure with respect to any dispute over any disciplinary action taken by USRowing as a result of a USCSS investigation.

Parent/Guardian Information

Name (print): _____

Signature: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Date: _____

This is THE USRowing Release of Liability, which should be copied for your use.