



## **South Jersey Rowing Club**

### **SJRC Parent & Rower Release from Liability Waiver**

IN CONSIDERATION of being given the opportunity to participate in any way in any SJRC Crew program or activities ("Activity") starting December 2009 until the end of 2010, including but not limited to Winter Practice, training Camp and Spring rowing, I, as a "rower" and I (hereafter also referred to as "we"), as a "parent/guardian" for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree and represent that we understand the nature of Rowing Activities, both on water and land based, and that rower is 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 rower's 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 Releasees named below; (c.) there may be other risks and social and economic losses either not known to rower/parent/guardian not readily foreseeable at this time; and WE FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES WE incur as a result of rower participation in the Activity.

3. AGREE AND WARRANT that rower will examine and inspect each Activity in which rower takes part as a member of SJRC or as a participant in SJRC activities, and that, if rower observes any condition which rower considers to be unacceptably hazardous or dangerous, rower 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 SJRC, their administrators, directors, agents, boards of directors, 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 Releasees or otherwise, including negligent rescue operations; and WE further agree that if, despite this release and waiver of liability, assumption of risk, and

indemnity agreement, WE, or anyone on our behalf, makes a claim against any of the Releasees, WE 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.

#### **5. PARENT CONSENT TO PARTICIPATE**

I, as parent/guardian recognize that any sports activity such as crew may involve certain dangers, including but not limited to the hazards of rowing, shell/boat upset or collision with other watercraft, water immersion, lifting and carrying of shells and equipment, forces of nature, conditioning exercises and the actions of crew participants and other persons. I understand that SJRC, the coaches and all persons related directly or indirectly with the program assume no financial obligation or liability for any injury, illness or disability arising from a minor's participation in the SJRC Crew program.

I hereby consent that my child train and row competitively with SJRC Crew, to compete in the Program under the supervision of its Coaches, and to travel, with a representative of SJRC, to away events and meets. AND I, the rower'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.

**WE have read this agreement, fully understand its terms, understand that WE 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 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.**

ROWER\_\_\_\_\_

Print Name\_\_\_\_\_

DATE\_\_\_\_\_

\_\_\_\_\_  
PARENT/GUARDIAN\_\_\_\_\_

Print Name\_\_\_\_\_

DATE\_\_\_\_\_