

# 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 12/31/13 – 12/31/14, 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.

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.

**Printed Name of Participant:**

\_\_\_\_\_

USRowing # \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

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, attorney fees, loss, liability, damage, or cost any may incur as the result of any such claim, to the fullest extent permitted by law.

**Printed Name of Parent/Guardian:**

\_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

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

\_\_\_\_\_

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

## **Florida Waiver (Commercial)**

**(All parents of minors who are Florida residents must sign both the Florida commercial and non-commercial waivers)**

**(Commercial Activity Providers)**

### **WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

This Release is entered into as between \_\_\_\_\_  
(Parent/Natural Guardian) as natural guardian and/or parent of \_\_\_\_\_  
(Child's name), a minor child, and \_\_\_\_\_ [name of Insured], its  
officers, directors, members, employees and representatives this \_\_\_\_\_ (Date).

#### **NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN:**

READ THIS FORM COMPLETELY AND CAREFULLY, YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF USROWING USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE THAT YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM [NAME OF RELEASED PARTY] IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND USROWING HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability and Indemnity Agreement (Agreement):

I understand and acknowledge that water sports activities have inherent risks and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life.

I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: [Named Insured], its employees, officers, directors, administrators, agents, coaches, instructors, members, other participants, sponsoring agencies all of which are hereinafter referred to as Released Parties, from any and all liability for any and all claims, demands, losses, or damages on account of injury, including death, or damage to property, caused or alleged to be caused by risks inherent in the water sports activity undertaken by my child.

I further agree that I will not sue or make a claim on behalf of myself or my child against the Released Parties for damages or other losses sustained as a result of my child's participation in the water sports activity.

I further agree to indemnify and hold Released Parties harmless from all claims, judgments and cost, including attorney's fees, incurred in connection with any action brought as a result of my child's participation in the water sports activity.

This Agreement is specifically intended to comply with Section 744.301 Florida Statutes and is intended to operate as a waiver of liability to the fullest extent allowed by law on the date on which it is signed. To the extent that any portion of this Agreement is found to be unenforceable under Florida law, only that portion of the Agreement shall be stricken and the remaining portions of the Agreement shall be enforced.

BY EXECUTING THIS AGREEMENT, I REPRESENT THAT I HAVE READ THE ABOVE SECTION TITLED "NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN" AND THAT I UNDERSTAND THE CONTENTS OF THIS AGREEMENT AND THAT I SIGN IT OF MY OWN FREE WILL ON BEHALF OF MYSELF AND MY MINOR CHILD.

\_\_\_\_\_  
Signature of Natural Guardian/Parent on  
behalf of \_\_\_\_\_, a minor

\_\_\_\_\_  
Date

## **Florida Waiver (Non-Commercial)**

**(All parents of minors who are Florida residents must sign both the Florida commercial and non-commercial waivers)**

### **(Noncommercial Activity Providers)**

#### **WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

This Release is entered into as between \_\_\_\_\_  
(Parent/Natural Guardian) as natural guardian and/or parent of \_\_\_\_\_  
(child's name), a minor child, and \_\_\_\_\_ [name of Insured], its  
officers, directors, members, employees and representatives this \_\_\_\_\_ (DATE).

For and in consideration of USRowing allowing my child to participate in the activities of or sponsored by USRowing, I for myself and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability and Indemnity Agreement (Agreement):

I understand and acknowledge that water sports activities have inherent risks and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life.

I further understand and acknowledge that my child will be engaging in activities that involve the risk of serious bodily injury, permanent disability, paralysis and loss of life, which might result not only from his/her own actions, inactions or negligence, but the action, inaction or negligence of another, the rules of play, or the conditions of the premises, water conditions or of any equipment used. I understand and acknowledged that there may be other risks not reasonably known at this time.

I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: [Named Insured], its employees, officers, directors, administrators, agents, coaches, instructors, members, other participants, sponsoring agencies all of which are hereinafter referred to as Released Parties, from any and all liability for any and all claims, demands, losses, or damages on account of injury, including death, or damage to property, caused or alleged to be caused by the negligence of the Released Parties or otherwise.

I further agree that I will not sue or make a claim on behalf of myself or my child against the Released Parties for damages or other losses sustained as a result of my child's participation in the water sports activity.

I further agree to indemnify and hold Released Parties harmless from all claims, judgments and cost, including attorney's fees, incurred in connection with any action brought as a result of my child's participation in the water sports activity.

This Agreement is specifically intended to operate as a waiver of liability to the fullest extent allowed by law on the date on which it is signed. To the extent that any portion of this Agreement is found to be unenforceable under Florida law, only that portion of the Agreement shall be stricken and the remaining portions of the Agreement shall be enforced.

BY EXECUTING THIS AGREEMENT, I REPRESENT THAT I HAVE READ THIS RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND THAT I FULLY UNDERSTAND ITS CONTENTS AND SIGN IT OF MY OWN FREE WILL ON BEHALF OF MYSELF AND MY MINOR CHILD.

\_\_\_\_\_  
Signature of Natural Guardian/Parent on  
behalf of \_\_\_\_\_, a minor

\_\_\_\_\_  
Date