

NELSON ROWING CLUB

ROWING RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT (the "AGREEMENT")

IN CONSIDERATION of being permitted to participate in any way in the NELSON ROWING CLUB, that 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. I further agree and warrant that if any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity. **I FURTHER AGREE AND ACKNOWLEDGE THAT:**

- I have read the safety check list posted in the boathouse and assume responsibility for examining such list for any changes or additions;
- I confirm that I can swim;
- I am familiar with and understand the dangers associated with cold weather and water, specifically hypothermia and how to deal therewith should an accident occur;
- I agree to keep updated regarding special activities and programs ongoing at the Club. Also, to be bound by rules established by the Club;
- I agree to immediately notify the NRC President, or in his absence, a Club Director, of all incidents within my knowledge; also, regarding any obstruction or situations in or on the water and surrounding banks.

2. I FULLY UNDERSTAND that:

- **ROWING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS")**
- 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 "RELEASEES" NAMED BELOW**; 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 RESPONSIBILITIES FOR LOSSES, COSTS, AND DAMAGES** I incur as a result of my participation in the Activity.

3. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE Rowing BC and the Nelson Rowing Club, its administrators, directors, coaches, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of the premises on which the Activity takes place (each considered one of the "RELEASEES" herein) **FROM ALL LIABILITY, CLAIMS, DEMAND, 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 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 RELEASEES** from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of such claim.

If over 18 years of age: I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND I HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENTS OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY THE 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:

SIGNATURE:

DATE:

If 18 years of age or younger: I, THE MINOR'S PARENT OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF THE 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 IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, THE MINOR OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, 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 A RESULT OF ANY SUCH CLAIM.

PRINTED NAME OF PARENT/GUARDIAN:

ADDRESS:

PARENT/GUARDIAN SIGNATURE:

DATE: