

MOBJACK ROWING ASSOCIATION

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

IN CONSIDERATION of being given the opportunity to participate in any MOBJACK ROWING ASSOCIATION/MATHEWS HIGH SCHOOL CREW activities from January 1, 2021, through January 1, 2022, for myself, my personal representatives, assigns, heirs, and next of kin:

1. **ACKNOWLEDGE**, agree and represent that I understand the nature of rowing and paddling activities, both on water and land based (collectively, the 'Activities'), and that I am qualified, in good health, and in proper physical condition to participate in the Activities.
2. **FULLY UNDERSTAND** that: (a) the Activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death (collectively, the 'Risks'); (b) the Risks may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activities, the condition in which the Activities take place, the actions or inactions of others not participating in the Activities, or the negligence of the Releasees named below; and (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time. I FULLY ACCEPT AND ASSUME ALL OF THE RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES which I may incur as a result of my participation in the Activities.
3. **AGREE AND WARRANT** that (a) I will examine and inspect each of the Activities in which I take part 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 Activities and will refuse to take part in the Activities until the condition has been corrected to my satisfaction; (b) I and I alone am responsible for my personal health and safety and the personal property that I bring with me to the Activities; (c) I am solely responsible for my medical expenses and decisions with respect to my care should I become ill or injured while participating in the Activities; and (d) I give my consent in the event of any such illness or injury to any emergency medical aid, anesthesia or operation deemed necessary by any attending physician.
4. **HEREBY RELEASE**, discharge, and covenant not to sue USRowing, MOBJACK ROWING ASSOCIATION/MATHEWS HIGH SCHOOL CREW, their respective administrators, directors, members, agents, officers, volunteers and employees, the other participants, regatta organizers, officials, any sponsors, advertisers, and if applicable, owners and lessors of premises, on which any of the Activities take place, (each a 'Releasee') 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 any Releasee or otherwise, including negligent rescue operations; and I further agree that if, despite this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement, I, or anyone on my behalf, makes a claim against any Releasee, I WILL RELEASE, INDEMNIFY AND HOLD HARMLESS such Releasee from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of such claim.

I have read this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement, fully understand its terms, understand that have given up substantial rights by accepting this waiver and have done so 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.

Printed Name of Participant		Age:	Date:
Address:	City:	State:	Zip:
Best Phone:	Best Email:		
May we contact you about: future learn to row programs or high/middle school rowing opportunities?			Yes
No			
How did you learn of this?			
Photo Release: By signing this form, I hereby grant MOBJACK ROWING ASSOCIATION/MATHEWS HIGH SCHOOL CREW permission to photograph and publish photographs of the above applicant			
Please Circle: Adult High School Middle School		Signature (only if age 18 or over)	

PARENTAL CONSENT AND I, the parent and/or legal guardian of a minor participating in the Activities, understand the nature of the Activities and the minor's experience and capabilities and believe the minor to be qualified to participate in the Activities. I hereby release, discharge, covenant not to sue, and **AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS**, each Release from all liabilities, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or part by the Activities, and further agree that if, despite this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement, I, the minor, or anyone on the minor's behalf makes a claim against any Releasee, I WILL RELEASE, **INDEMNIFY, AND HOLD HARMLESS** each Release from any litigation expenses, attorneys' fees, loss liability, damage, or cost any may incur as the result of any such claim.

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 THE RELEASEES NAMED ABOVE USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE 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 THE RELEASEES NAMED ABOVE 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 ACCEPT THE WAIVER OF THIS FORM, AND THE RELEASEES NAMED ABOVE HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT ACCEPT THE WAIVER OF THIS FORM.

If Participant is a Minor, by my signature, I release all claims that both they and I have.

Date: _____

Printed Name of Parent/Guardian:

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