

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

IN CONSIDERATION of being given the opportunity to participate in the Grand Rapids Rowing Club (“Club”) activities, 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 the water and land based and that I am qualified, in good health, and in proper physical condition to participate in such Club activities.

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 may be caused by my own actions or inactions, the actions or inactions of others participating in Club activities, the condition in which the Club activities take place, or the negligence of the “releasees” named below;
- (c) there may be other risks and social and economic losses either not known to me or not 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 Club and any of its activities.

3. I AGREE AND WARRANT that I will examine and inspect each Club activity 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 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 US Rowing, the City of Grand Rapids, the Grand Rapids Rowing Club, their coaches, administrators, directors, agents, officers, volunteers and employees, and other participants, Club officers, members, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the activities take 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

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 may be incurred as a result of such a claim. I CERTIFY that I am of legal age, am competent to execute this Agreement, that I am doing so of my own free will and accord, voluntarily and without duress, and that I do so intending to bind myself, my executor, my heirs, and administrators or assigns to the fullest extent. 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 induction or assurance of any nature. I INTEND this agreement to be a complete and unconditional release of all liability to the greatest extent allowed by law. I AGREE that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force.

Printed Name of Participant: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone number: _____ (home) _____ (cell)

Signature: _____ Date: _____