

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

IN CONSIDERATION of being given the opportunity to participate in any way in any Harmar Rowing Club ("Club") activities ("Activity") until the end of this calendar year, I, for myself, my personal representatives, assigns, heirs, and next of kin: .

1. 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. 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 Releases 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 RESPONSIBILITIES FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity;
3. AGREE AND WARRANT that I will examine and inspect each Activity in which I take part and that, if I observe and 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. HEREBY RELEASE, discharge, and covenant not to sue Marietta High School and the CLUB, their administrators, directors, agents, officers, volunteers, and employees, other participants, regatta organizers, any sponsor, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the Releases 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 Releases or otherwise, including negligent rescue operations; and 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 releases from any litigation expenses, attorney fees, loss, liability, damages, or costs which may incur -88 the result of such claim.

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 assurances of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent and allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall be in full force and effect.

PRINTED NAME OF PARTICIPANT: _____

ADDRESS: _____

PHONE: _____ DATE: _____

PARTICIPANT'S SIGNATURE: _____

(only if age 18 or over)

PARENTAL CONSENT

AND I, the minor's parent and/or 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 releases 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 Releases or otherwise, including negligent rescue operations, and further agree that if, despite the release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above releases, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releases from any litigation expenses, attorney fees, loss liability, damage, or cost of any may incur as the result of such claim.

PRINTED NAME OF PARTICIPANT: _____

ADDRESS: _____ PHONE: _____

PARENT'S SIGNATURE _____