

Lake Lanier Rowing Club
3105 Clarks Bridge Road Gainesville, GA 30506 770-287-0077

RELEASE OF LIABILITY AND ACKNOWLEDGEMENT OF RISKS

IN CONSIDERATION of being given the opportunity to participate in any Lake Lanier Rowing Club ("LLRC") activity, including, but not limited to, scheduled, supervised club activities, any use of LLRC facilities and equipment, and registered regattas, **during the membership term 07/01/17 - 06/30/18**, I, for myself, or my parent or guardian on my behalf, if I am under the age of 18 years old, who will be included under the definition of "I" for all purposes in this document, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree and represent that I understand the nature of Rowing Activities ("Activity"), 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 Releasee 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. AGREE AND WARRANT that I will examine and inspect each Activity in which I take part as a member of LLRC 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. HEREBY ASSUME ALL RISKS associated with the Activity, regardless of any weather conditions, including cold water conditions. I am aware of the availability of safety videos and other instructional materials in the LLRC Boathouse. Both are accessible to me and are my responsibility to watch and/or read. Also, I am aware of the

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following website and can access information regarding the dangers of cold water and severe weather: <http://www.seagrant.umn.edu/tourism/hypothermia.html>

5. HEREBY RELEASE, discharge, and covenant not to sue LLRC, any 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 Releasor 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, SAFE 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.

I am not suffering from any condition, impairment, disease, or other infirmity that would prevent me from understanding and signing this release or prevent my safe participation in any of the Activities or programs of LLRC in which I will be involved or that would prevent my use of the equipment or facilities of LLRC. I have been informed of the advisability of obtaining a physician's approval for my participation in exercise/fitness activities or in the use of exercise equipment. I also acknowledge that it has been recommended that I have a yearly physical examination and consultation with my physician as to physical activity, exercise and use of exercise and training equipment so that I might have recommendations concerning these fitness activities and equipment use. I acknowledge that I have either had a physical examination and have been given my physician's permission to participate, or that I have decided to participate in exercise activities and/or use of equipment without the approval of my physician. I assume all responsibility for my participation in these Activities.

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.

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Print Name of Releasor: _____

Signature of Releasor: _____

Address: _____

Phone: _____ **Date:** _____

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 in 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.

(only if participant is under the age of 18)

Printed Name of Parent/Guardian: _____

Parent/Guardian Signature: _____

Address: _____

Phone: _____ **Date:** _____