

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

IN CONSIDERATION of being given the opportunity to participate in any way in the McMaster 2x4 Challenge regatta (the "McMaster2x4") organized by the McMaster University Rowing Club (the "MURC") and hosted by Leander Boat Club. I, for myself, my personal representatives, assigns, heirs, executors, administrators, and dependents, if any:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of rowing activities in any way arising in connection with the McMaster2x4, and that I am qualified, in good health, and in proper physical condition to participate in the McMaster2x4. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the McMaster2x4.
  
2. FULLY UNDERSTOOD that:
  - a. rowing activities and the McMaster2x4 involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death, as well as, other risks and social and economic losses either not known to me or not readily foreseeable at this time (the "Risks"); and
  - b. the Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the McMaster2x4, the condition in which the McMaster2x4 takes place, or the negligence of the "Releases" named below 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 McMaster2x4.
  
3. HEREBY RELEASE, discharge, and covenant no to commence any legal action against, MURC, Leander Boat Club, McMaster University, their administrators, directors, agents, officers, volunteers, and employees, other participants, and, if applicable, owners and lessors of premises on which the McMaster2x4 takes place, (each considered one of the "Releases" herein) from all liability, claims, demands, actions or causes of action, 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; and I further agree that if, despite this RELEASE, 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 on a solicitor-and client basis, loss, liability, damage, or cost which any may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, fully understood 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, and that the proper law of this Agreement is the law of the Province of Ontario, Canada

PARTICIPANT OR

GUARDIAN SIGNATURE

PRINTED NAME(S)

DATE

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SIGNATURE & TITLE OF WITNESS

CLUB NAME

EVENT

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