

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

IN CONSIDERATION of being given the opportunity to participate in any Lake Washington Rowing Club ("LWRC") activities ("Activity") 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 Releasees 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 LOSS, COSTS, AND DAMAGES I incur as a result in 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 LWRC 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 RELEASE, discharge, and covenant not to sue USROWING, LWRC, their administrators, directors, agents, officers, members, volunteers and employees, other participants, 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 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, HOLD HARMLESS AND DEFEND each of the Releasees from any litigation expenses, attorneys fees, loss, liability or damage, or cost which any Releasee may incur as a 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 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.

Printed name of Participant: _____ Phone _____
First Name, Middle Initial, Last Name Area Code and Number

Address: _____, _____, _____, _____
Street name and number City/Town State Zip (9 digit)

Date: _____ Participant's Signature _____
(if age 18 or older) I have read this Release

Parental Consent:

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 either my account or on the account of the minor 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 Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS AND DEFEND each of the Releasees from any litigation expenses, attorneys fees, loss liability, damage, or cost any Releasee may incur as a result of any such claim.

Printed name of Parent/Guardian: _____ Phone _____
First Name, Middle Initial, Last Name Area Code and Number

Address: _____, _____, _____, _____
Street name and number City/Town State Zip (9 digit)

Date: _____ Parent/Guardian Signature _____
(only if Participant is under the age of 18) I have read this Release

LWRC FLOAT TEST FORM

In deep water, while wearing long pants and a long sleeve shirt (light workout/rowing attire), you must tread water or swim in place for ten minutes. In the final minute of the test, you must put on a life vest while continuing to tread water.

Seattle Pool Options:

Ballard – 1471 NW 67 th	206-684-4094
Evans (Green Lake) – 7201 E. Green Lake Dr.	206-684-4961
Helene Madison – 13401 Meridian N.	206-684-4979
Meadow Brook – 10515 35 th NE	206-684-4989
Medger Evars – 500 23 rd E.	206-684-4766
Queen Anne – 1920 1 st W.	206-386-4282
Ranier Beach – 8825 Rainier S.	206-386-1944
Southwest – 2801 SW Thistle	206-684-7440

Health clubs and YMCA's are also options.

You are exempt from taking the float test:

- If you are a CURRENT Lifeguard or Water Safety Instructor (WSI), submit a copy of your card.
- If you have a current Scuba Certification Card or equivalent.
- If you have a swim test on file with another club, you may submit a copy of that test.

Name _____

The above named individual has successfully passed a float test as required for the participation and/or membership of Lake Washington Rowing Club's activities.

Pool _____

Date _____

Certified Lifeguard _____



Release of Liability

IN CONSIDERATION of being given the opportunity to participate in any USRowing activity, including scheduled, supervised club activities, and registered regattas, during the policy term 12/31/18 – 12/31/19, I, 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 water and land based, and that I am qualified, in good health, and in proper physical condition to participate in such Activity.

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 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 Release 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. I AGREE AND WARRANT that I will examine and inspect each Activity in which I take part as a member of USRowing 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 USRowing, the Club, the 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 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 any may incur as a result of such claim, to the fullest extent permitted by law.

5. I agree to be familiar with, comply with, and be bound by the Rules and Regulations of USRowing, including but not limited to the USRowing Rules of Rowing (www.usrowing.org), the World Anti-Doping Code (www.usada.org), and the codes, rules, policies and procedures of the U.S. Center for SafeSport (the "SafeSport Rules," www.SafeSport.org), including with respect to the exclusive authority and jurisdiction of the U.S. Center for SafeSport to investigate and resolve reported sexual misconduct and the discretionary authority to investigate and resolve reports of other misconduct. I further agree that arbitration pursuant to the binding arbitration provisions of the SafeSport Rules shall be the exclusive method to resolve any dispute over any disciplinary action taken by USRowing as a result of a USCSS investigation (the “Arbitration Procedure”)

PLEASE DO NOT CHANGE OR ALTER THE WORDING ON THIS WAIVER WITHOUT PRIOR APPROVAL FROM USROWING.

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.

Printed Name of Participant:

USRowing # _____ **Date of Birth:** _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Date:** _____

Participant’s Signature:

Organization:

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 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. I agree to be bound by the Arbitration Procedure with respect to any dispute over any disciplinary action taken by USRowing as a result of a USCSS investigation.

Printed Name of Parent/Guardian:

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Date:** _____

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

This is THE USRowing Release of Liability, which should be copied for your use.