



CBRC - Consent and Release of Liability

Activity, as used herein, shall include any organized, supervised or authorized rowing activities, on or off the water, which a member, rower or guest of Commencement Bay Rowing Club (CBRC) or an affiliated group may engage in.

Persons age 18 and over, complete PART A only.

Persons under age 18 must sign PART A, and have a parent or guardian sign PART B.

PART A – CONSENT AND RELEASE FROM LIABILITY

In Consideration of being given the opportunity to participate in any Commencement Bay Rowing Club (Club) activities as defined above as Activity (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: (1) ROWING ACTIVITIES INVOLVE THE RISKS AND DANGERS of serious bodily injury, including permanent disability, paralysis and death and property damage (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 names 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, (whether to myself, other persons or property damage) 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 any condition which considered 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 US Rowing, the Club, 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 (including those for bodily injury, death, or property damage) on my account caused, alleged to be caused, resulting from or arising from, 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, including, attorney fees and costs, loss, liability, damage, or cost which any may incur as a result of or arising from 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 _____

SIGNATURE

DATE _____

PART B – PARENT/GUARDIAN CONSENT (If participant is under age 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 my own behalf and on behalf of the minor's account (including those for bodily injury, death or property damage) caused, alleged to be caused, resulting from or arising from, 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, 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 each of the Releasees from any litigation expenses, including, attorney fees and costs, loss, liability, damage, or cost that may be incurred as the result of or arising from any such claim.

PRINT PARENT NAME _____

PARENT SIGNATURE _____

DATE _____