

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

IN CONSIDERATION of being given the opportunity to participate in any USRowing, North American Rowing Association (NOARA) and **Indianapolis Rowing Center, Inc.** ("Club") activities ("Activity"), including scheduled club activities, daily rowing activities, regattas and scrimmages during the policy term 1/1/2016-1/1/2017, 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, including, without limitation, both on water and land based, and that I am qualified, in good health, and in proper physical condition to participate in the activity.
2. **FULLY UNDERSTAND** that: (a) **ROWING ACTIVITIES INVOLVE RISKS AND DANGERS** of serious bodily injury, including permanent disability, paralysis, and death ("Risks and Dangers"); (b) these Risks and Dangers may be caused by my own actions, or inactions, the actions or inactions of others participating, the condition in which the rowing activities take 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 DANGERS 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 of the Club in which I take part 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 rowing activities and will refuse to take part in the rowing activities until the condition has been corrected to my satisfaction.
4. **HEREBY RELEASE**, discharge, and covenant not to sue the Club, USRowing, NOARA, the host organization, their administrators, directors, agents, officers, members, volunteers, referees and employees, other participants, regatta organizers, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the rowing 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, SAVE, AND HOLD HARMLESS** each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim to the fullest extent permitted by law.
5. **HEREBY ACKNOWLEDGE AND AGREE** and by my signature below, or that of my parent or guardian, attest that 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: _____

Address: _____

Email: _____

Phone: _____

Emergency Contact /phone number: _____

Participant's Signature (if over 18): _____

Date: _____

Club /Affiliation (if applicable): _____

PARENTAL CONSENT

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 the rowing activities and to understand and abide by the Safety Rules for Participants. I hereby release, discharge, covenant not to sue, and **AGREE TO INDEMNIFY AND HOLD HARMLESS** each of the Releasees from all liability, claims, demands, losses, or damages on the minors 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 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 Releasee may incur as the result of any such claim to the fullest extent permitted by law.

(Parent or Guardian if participant is under 18 years of age)

Printed Name: _____

Address: _____

Signature of Parent or Guardian: _____

Date: _____