

**ROWING WAIVER AND AFFIRMATION OF SWIMMING ABILITY**

IN CONSIDERATION of being given the opportunity to participate in any Sandusky Bay Rowing Association (SBRA) ( Club ) activities ( Activity ) until the end of this calendar year, 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; (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 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 the Club 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 the City of Sandusky or the Sandusky Bay Rowing Association, their administrators, directors, agents, officers, volunteers, 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 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 may incur as a result of such claim.

5. GRANT the Sandusky Bay Rowing Association, their administrators, directors, agents, officers, volunteers, other participating regatta organizers, any sponsor, advertisers and, if applicable, owners and lessors of premises on which the Activity takes place non-revocable permission to capture my Image and likeness in photographs, video-tapes, motion pictures, recordings, or any other media (collectively Images . I acknowledge that SBRA will own such Images and further grant SBRA permission to copyright, display, publish, distribute, use, modify, print and reprint such images in an manner whatsoever related to SBRA business, including without limitation, publications advertisements, brochures, web site images, or other electronic displays and transmissions thereof. I further waive any right to inspect or approve the use of the Image by SBRA prior to its use. I forever release and hold SBRA harmless from any and all liability arising out of the use of the Images in any manner or media whatsoever, and waive any and all claims and causes of action relating to use of the Images, including without limitations, claims for invasion of privacy rights or publicity.

I affirm that I have the ability to swim 100 yards and thereafter to tread water for 4 minutes. I also affirm that I have viewed the USRowing safety video for on (Date\_\_\_\_\_ ) for the upcoming season.

**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 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.**

Name (Print) \_\_\_\_\_ Date \_\_\_\_\_

Address: \_\_\_\_\_ Phone \_\_\_\_\_

Signature \_\_\_\_\_

