

Artemis Rowing Waiver of Liability

Please print clearly.

Printed Name of Participant _____ Parent Name (if a minor) _____

Address _____
City _____ Zip _____ DOB _____

(H) Phone _____ Cell _____ Parent email address _____

IN CONSIDERATION of being given the opportunity to participate in any Artemis Rowing ("CLUB") or City of Oakland activity, and IN CONSIDERATION of being given the opportunity to participate in any USRowing activity all including scheduled, supervised club activities, use of any part of the boathouse facility, and regattas at Jack London Aquatic Center or other locations I, during this or all subsequent participation, for myself, my personal representatives, spouse, 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 but not limited to permanent disability, concussion, 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 Releasee 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. AGREE AND WARRANT that I will examine and inspect each Activity in which I take part as a participant of Artemis Rowing 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 CLUB, its officers, directors, members, employees or independent contractors, the City of Oakland and Oakland Parks and Recreation Department and all of their administrators, directors, agents, officers, volunteers and employees, USRowing and their administrators, directors, agents, officers, volunteers and employees, 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. HEREBY CONSENT AND AUTHORIZE Artemis Rowing coaches to OBTAIN EMERGENCY MEDICAL CARE for myself or my child for any injury that may result from participation in the activities of Artemis Rowing or on or about its premises, or on or about the premises of regattas attended by the team. I understand that Artemis Rowing and the City of Oakland Office of Parks and Recreation do not provide medical insurance coverage for participants of this program. 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: _____ Signature (if 18 or over): _____ Date: _____

Emergency Contact Name: _____ Primary Phone: _____ Secondary Phone: _____

(PLEASE SEE PAGE 2 OF THIS FORM FOR PARTICIPANTS UNDER THE AGE OF 18)

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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 Releasees, 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.

Printed Name of

Parent /Guardian: _____ **Signature** _____ **Date** _____

ARTEMIS ROWING: Jack London Aquatic Center, 115 Embarcadero East, Oakland, CA 94607 : 510-542-9673