



## **Chicago Rowing Foundation Participant Waiver**

IN CONSIDERATION of being given the opportunity to participate in any or all activities and programs of Chicago Rowing Foundation (herein collectively referred to as "Club") during the 2017-2018 Season, including preparation, training, scheduled and supervised Club activities and rowing, transportation to and from activities or events, and other activities related to rowing, as well as the opportunity to participate in any and all regattas, exhibitions and/or competitions (herein collectively referred to as "Activity" or "Rowing Activities"), I hereby agree to release, indemnify and discharge the Club on behalf of myself, heirs, assigns, next of kin, my personal representatives and estates as follows:

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 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. I 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. I HEREBY RELEASE, discharge, and covenant not to sue USRowing, the Club, the Chicago Park District, any 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 HEREBY GIVE CONSENT to the Club, their representatives, agents, volunteers and/or employees, to authorize treatment on my behalf of any first aid, medication, medical



treatment or surgery in the event of emergency or illness. I agree to reimburse the Club for all costs incurred for such care.

6. I GRANT PERMISSION for the use of my name and/or photo in connection with the Club Activities.

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. PARENTAL CONSENT (required if participant is under the age of 18 years) 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 any 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 a result of any such claim, to the fullest extent of the law.

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Participant Name

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Signature

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Date

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Parent/Guardian Signature (If under 18)

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Date