

## **RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

IN CONSIDERATION of and for the opportunity to participate in rowing programs, rowing activities, events and any other activities that the Leander Boat Club(LBC) organizes, sponsors, attends or otherwise participates in (the "Rowing Activities"), I, the undersigned, for myself, my personal representatives, heirs, next-of-kin and assigns, agree with LBC, its directors, officers, agents, employees, members, volunteers, other participants in the Rowing Activities, regatta organizers, sponsors, advertisers and owners and lessors of any premises on which any of the Rowing Activities takes place (collectively the "Releasees") as follows:

### **I WARRANT AND REPRESENT THAT:**

1. I understand the nature of the Rowing Activities, whether occurring on water or land, and that the Rowing Activities involve danger and the risk of serious bodily injury, including but not limited to partial or permanent disability, paralysis and death; and other risks, such as social or economic loss, either unknown or not foreseeable now (collectively the "Risks")
2. I understand that my own action or inaction, the action or inaction of others, the conditions in which the Rowing Activities take place, or the negligence of one or more of the Releasees may expose me to danger and the Risks.
3. I am in good health and proper physical condition and am qualified to participate in the Rowing Activities, and further more I am able to satisfy the swimming requirements "All participants in LBC programs will pass a 100m swimming competence test plus 15 minutes treading water prior to participating in programs" "Acceptable equivalents: Bronze Cross/Medallion or a signed waiver affirming swim standard ability for adults of age of majority"

### **I AGREE THAT:**

4. At any time I believe any of the Rowing Activities or the conditions in which it is taking place are unsafe I will immediately cease to participate in that activity.
5. I fully accept and assume the Risks and full responsibility for all damages, loss and costs I incur from participating in any of the Rowing Activities.
6. I fully accept that rowing is an outdoor sport and LBC can not be held responsible for the cancellation of a practice due to unsafe or predicted unsafe weather conditions. LBC will to the best of their ability make other arrangements if a practice is to be canceled.
7. If, despite the Agreement, I or anyone on my behalf makes a claim against the Releasees or any of them, I will indemnify, save and hold harmless the Releasees and each of them from any liability, claims, demands, loss, damages or costs which may be incurred as a result of that claim.

I HEREBY RELEASE AND FOREVER DISCHARGE the Releasees and each of them from all liability, claims, demands, loss, damages or costs on my account caused or alleged to have been caused in whole or in part by the negligence or otherwise of the Releasees or any of them, including but not limited to negligence in any rescue operations any of them may undertake.

I have read this Agreement. I fully understand its terms and that I have given up substantial rights by signing it. I have signed this Agreement freely without inducement or assurance of any kind. I intend it to be a complete and unconditional release of all liability. If any portion of this Agreement is invalid the remainder, notwithstanding that invalidity, shall continue in full force and effect.

**Refund:** LBC has a "no refund" policy

### **(UNDER 19)**

I, the parent and/or legal guardian of the Minor Participant, understand the nature of rowing and the Rowing Activities and the Minor Participant's experience and abilities. I believe that the Minor Participant is qualified and able to row and participate in the Rowing Activities without limitation. I HEREBY RELEASE AND FOREVER DISCHARGE the Releasees and each of them from all liability, claims, demands, loss, damages or costs on the Minor Participant's account caused or alleged to have been caused in whole or in part by the negligence or otherwise the Releasees or any of them, including but not limited to negligence in any rescue operations any of them may undertake. If, despite this Agreement, I, the Minor Participant, or anyone on the Minor Participant's behalf makes a claim against the Releasees or any of them, I will indemnify, save and hold harmless the Releasees and each of them from any liability, claims, demands, loss, damages or costs which may be incurred as a result of that claim.

Date Printed Name of Parent/Guardian Signature of Parent/Guardian

