

2012 Navesink River Rowing Waiver

IN CONSIDERATION of being given the opportunity to participate in **Navesink River Rowing** (NRR) activities through 12/31/2012, 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. **I further warrant that I have basic swimming skills.**

2. **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 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 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 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 **FURTHER AGREE AND WARRANT** that I will follow and adhere to all rules and policies set forth by Navesink River Rowing and posted at www.navesinkriverrowing.org, with copies also available on site and, upon request, by email.

5. **HEREBY RELEASE**, discharge, and covenant not to sue USRowing, NRR, 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 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's expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of such claim.

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: _____

_____ **Date:** _____

Address: _____

Phone: _____

Email: _____

If 18 or older -

Signature _____

PARENTAL CONSENT: (If Participant is under 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 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.

Printed Name of Parent/Guardian: _____ **Date:** _____

Parent/Guardian Signature: _____

Phone: _____ **Email:** _____

Additionally, as the parent or guardian of the minor child _____, I grant permission for him or her to appear in photographs that Navesink River Rowing may use on the NRR website Yes/No, in newsletters sent to the membership Yes/No, or in other informational or marketing materials shared with the public (including the media) Yes/No.

Please, circle Yes or No as they apply and sign here _____