



## Mid-Atlantic Erg Sprints 2008 Waiver

### Universal Release of Liability

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IN CONSIDERATION of being given the opportunity to participate in any rowing activity, including, but not limited to, scheduled, supervised club activities, and affiliated regattas, until the end of this calendar year, I, for myself, my personal representatives, assigns, heirs, and next of kin:

- I. ACKNOWLEDGE, agree and represent that I understand the nature of Rowing Activities, both on water and land based ("Rowing Activities"), and that I am qualified, in good health, and in proper physical condition to participate in such Rowing Activities.
- II. 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 Rowing Activity, the condition in which the Rowing 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 Rowing Activity.
  - d. The Releasees list located at <http://www.rowingwaivers.com/releasees.aspx> ("Releasees") along with this agreement collectively form the complete Universal Release of Liability; and I FULLY ACCEPT AND UNDERSTAND THAT THIS LIST IS PART OF THIS AGREEMENT AND MAY BE UPDATED FROM TIME TO TIME AND FAILURE TO REVIEW THIS LIST OF RELEASEES DOES NOT, IN ANY WAY, LIMIT OR ALTER MY RELEASE OF LIABILITY.
- III. AGREE AND WARRANT that:
  - a. I will examine and inspect each Rowing Activity in which I take part 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 Rowing Activity and will refuse to take part in the Rowing Activity until the condition has been corrected to my satisfaction;
  - b. I have reviewed the list of Releasees located at <http://www.rowingwaivers.com/releasees.aspx> and understand that this agreement and the aforementioned list comprise the complete Universal Release of Liability and by signing and attesting to this agreement, I certify that I understand that the list of Releasees is a part of this agreement.
  - c. I, and I alone, am responsible for my personal health and safety and the personal property that I bring with me. I am solely responsible for my medical expenses and decisions with respect to my care. I give my consent in the event of injury to any emergency medical aid, anesthesia or operation deemed necessary by the attending physician.
- IV. HEREBY GRANT my specific permission to the Releasees listed at <http://www.rowingwaivers.com/releasees.aspx>, their employees, volunteers, regatta organizers, sponsors, advertisers, participants, agents, and assigns to make and/or obtain photographic images of me on the day of the Regatta and to publish, copyright, distribute and/or display photographic images taken of me on the day of the Regatta. I further waive the right to inspect and/or examine all photographs and/or written text to which the images may be applied before use. I also waive any and all rights and claims, including future rights and claims to such photographic images and any interest therein. I hereby release and discharge the Releasees listed at <http://www.rowingwaivers.com/releasees.aspx>, their employees, volunteers, regatta organizers, sponsors, advertisers, participants, patrons, agents, licensees, affiliates and assigns from any and all liability by virtue of distortion, blurring, alteration, optical illusion, digital scanning and manipulation, and/or use in

composite form, whether the same is intentional, or otherwise. I understand that the Releasees listed at <http://www.rowingwaivers.com/releasees.aspx>, their employees, volunteers, regatta organizers, sponsors, advertisers, participants, agents, and assigns may use any process or procedure resulting in the completion of the finished product for publication, display, copyright or distribution.

- V. HEREBY GRANT my specific permission to the Releasees listed at <http://www.rowingwaivers.com/releasees.aspx>, their employees, volunteers, regatta organizers, sponsors, advertisers, participants, patrons, agents, licensees, affiliates and assigns a fully paid-up, non-exclusive, worldwide right and license to use, display or otherwise exploit my name, nickname, voice, photograph, statements, biographical information, and likeness, as well as images of me in motion picture, videotape, electronic, and similar formats ("My Image"), so long as My Image relates to my participation in the Rowing Activity, whether in original or modified form. I waive any rights of privacy.
- VI. HEREBY RELEASE, discharge, and covenant not to sue RONIN, LLC, all Releasees listed at <http://www.rowingwaivers.com/releasees.aspx>, their administrators, directors, agents, officers, volunteers, contractors and employees, other participating organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises, on which the Rowing 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; 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.
- VII. HEREBY ACKNOWLEDGE AND AGREE and by my signature below, or that of my parent or guardian, attest that I have received, read, fully understand and will abide by the any Rowing Activity-specific safety rules for participants.

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.

#### Participant Information:

Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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 Releasee, 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.

**Parent Information (if participant is under 18 years old):**

Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_