Willamette Rowing Club

Waiver

I ACKNOWLEDGE AND REPRESENT THAT:

I UNDERSTAND the nature of rowing activities and that I am qualified, in good health, and in proper physical condition to participate in such activities and have no medical condition that would prevent me from safely participating in such activities.

I FULLY UNDERSTAND that:

(a.) ROWING ACTIVITIES INVOLVE RISKS AND DANGERS of serious bodily injury, including permanent disability, paralysis, drowning and death;

(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, equipment failure, 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. I AGREE AND WARRANT that I will examine and inspect each activity in which I take part as a member/guest of Willamette Rowing 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.

I HEREBY RELEASE, discharge, and covenant not to bring any claim against Willamette Rowing Club, its administrators, directors, agents, officers, volunteers and employees, 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 or provision of medical treatment; 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. 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.

I agree to use required safety equipment, including personal flotation devices when required, and to comply with applicable boating laws and club safety procedures. I agree to follow all rules, instructions and safety precautions given by Willamette Rowing Club and its representatives. I understand that failure to follow safety rules may result in suspension or termination of my participation.

I grant Willamette Rowing Club the right to use, reproduce and distribute any photographs, videos or recordings of me or my likeness taken during rowing activities or events for any lawful purpose, without compensation or prior notice.

I REPRESENT THAT I HAVE READ THIS RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND THAT I FULLY UNDERSTAND ITS CONTENTS AND SIGN IT OF MY OWN FREE WILL

Name:_____ Date:_____

Signature:_____