

City Island Rowing - Annual Waiver 2022



Name of Participant: _____

IN CONSIDERATION of being given the opportunity to participate in any City Island Rowing (C.I.R.) activities until the end of this calendar year, 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.
2. FULLY UNDERSTAND that: (a.) ROWING ACTIVITIES INVOLVE RISKS AND DANGERS of serious bodily injury, including permanent disability, drowning, 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 names 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. It is understood and agreed that C.I.R. cannot guarantee against exposure to any virus, bacterium or other micro organism, including but not limited to COVID-19. Athlete participation in any C.I.R. activity is purely voluntary and every member must assess the risks, and their level of participation, for themselves. Furthermore I / we agree to indemnify and hold harmless, C.I.R., its agents, employees and volunteers, as well as other team members and their families, and USRowing from any claim or injury resulting from such exposure.
4. 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.
5. HEREBY RELEASE, discharge, and covenant not to sue USRowing, C.I.R., 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 on 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.
6. SWIMMING STATEMENT: I certify that I am a competent swimmer and have passed basic swimming proficiency tests given by the American Red Cross, YMCA or other similar credited organization.
7. MEDIA RELEASE: I hereby grant City Island Rowing (C.I.R.) permission to use my likeness/my child's likeness in photograph(s)/video in any and all of its publications and in any and all other media, whether now known or hereafter existing, controlled by C.I.R., in perpetuity, and for other use by C.I.R. I will make no monetary or other claim against C.I.R. for the use of the photograph(s)/video.
8. SAFESPORT: I am aware of the C.I.R. SafeSport Policy and the recommendations for athlete and parent education. I agree that in the course of normal practice, private lessons, team travel and regattas, there may be situations where I / my athlete may be coached, instructed or transported by a CIR coach, chaperone or other volunteer - and that may happen in a group or individual basis. I understand that my athlete may have one-on-one electronic communications with a coach, chaperone or other volunteer.

I have read this agreement, fully understand its terms, and 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.

Address: _____ Date: _____ Phone: _____

Signature (only if age 18 or over): _____

PARENTAL CONSENT

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: _____ Phone: _____

Parent/Guardian Signature (participant under the age of 18): _____ Date: _____