

## Village Community Boathouse Liability Waiver 2010

IN CONSIDERATION of being given the opportunity to participate in any US Rowing or Village Community Boathouse activity which occurs on or in proximity to the premises, including but not limited to the lands under water or dock or water areas adjacent to the premises, and in consideration of being allowed to participate in any way in the US Rowing or Village Community Boathouse athletic sports programs, related events and activities, which take place at the Boathouse and/or at other locations, ("Activity"), including scheduled, supervised club activities and registered regattas, until the end of this calendar year, I, for myself, my personal representatives, 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, 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. I WILLINGLY AGREE TO COMPLY WITH THE STATED AND CUSTOMARY TERMS AND CONDITIONS FOR PARTICIPATION. HOWEVER AGREE AND WARRANT that I will examine and inspect each Activity in which I take part as a member of US Rowing 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 have been informed of the United States Coast Guards' security restrictions on this activity.
4. HEREBY RELEASE, discharge and covenant not to sue US Rowing, Village Community Boathouse, the Regatta, the Hudson River Park Trust, the People of the State of New York, the New York State Executive Department, the New York State Office of Parks, Recreation and Historic Preservation, the New York City Region of State Parks, Recreation and Historic Preservation Commission, the New York State Department of Environmental Conservation, the City of New York, the New York City Department of Parks and Recreation, and each of their commissioners, directors, officers, agents, employees, volunteers, trainees, successors and assigns, regatta organizers, other participants, any sponsors, advertisers and, if applicable, owners and lessors of premises on which the Activity occurs (the "Releasees"), from any 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, but not limited to, negligent rescue operations; and 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 these Releases, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage or cost which may incur as the result of such claim.
5. Village Community Boathouse may record its activities with cameras or other electronic equipment, for publicity or other purposes. By signing this waiver form, you give permission to be recorded and for VCB to use these recordings.

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.

**PRINT Name of Participant:** \_\_\_\_\_ **Age:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**School Affiliation (if any):** \_\_\_\_\_ **US Rowing # (if any):** \_\_\_\_\_

**Emergency Contact (EC) Name:** \_\_\_\_\_ **EC Phone:** \_\_\_\_\_

**Participant's Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

PARENTAL CONSENT (If participant is under the age of 18) AND I, the minor's parent 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, losses or damages on the minor's 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 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 a result of any such claim.

**Name of parent/guardian:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Parent/Guardian Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_