

## **Connecticut Boat Club, Inc.**

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### ***Release of Liability***

In CONSIDERATION of I or my child (the "Participant") being given the opportunity to participate in any Connecticut Boat Club, Inc ("CBC") rowing program activities ("Rowing Activities" or "Activity") for the **period August 31st, 2022 through August 31st, 2023**, I, for myself, the Participant, my personal representatives, assign, heirs, and next of kin:

1. ACKNOWLEDGE, agree and represent that the Participant understands the nature of Rowing Activities, both on the water and land based, and that the Participant is qualified, in good health, and in proper physical condition to participate in such an 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 Participant's own actions, or inactions, the actions and inactions of others participating in the Activity, the conditions 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 known to the Participant or not readily foreseeable at this time including the risk of illness through a communicable disease (such as MRSA, influenza, or COVID-19); and PARTICIPANT FULLY ACCEPTS AND ASSUMES ALL SUCH RISKS AND ALL RESPONSIBILITY OF LOSSES, COSTS AND DAMAGES Participant may incur as a result of Participant's participation in the Activity.
3. AGREE AND WARRANT that Participant will examine and inspect each Activity in which Participant takes part as a member or participant of CBC and that, if Participant observe any condition to be unacceptably hazardous or dangerous, Participant 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 our satisfaction.
4. HEREBY RELEASE, discharge, and covenant not to sue US Rowing or CBC, their administrators, directors, agents, officers, volunteers, 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, demand, 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 Participant further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreements, Participant or anyone on our behalf, makes a claim against any of the Releasees, PARTICIPANT WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, liability, damage, or cost which may incur as a result of such a 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.

Name of Participant: \_\_\_\_\_

Address: (street, city, state, zip) \_\_\_\_\_

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

Participant Signature (only if over 18) \_\_\_\_\_

#### **PARENTAL CONSENT (if participant is under the age of 18)**

AND I, the minor Participant's parent and/or legal guardian, understand the nature of Rowing Activities and the minor's experience and capabilities and believe the minor Participant 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 Participant or anyone on the minor Participant'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 that may incur as the result of any such claim, to the fullest extent permitted by law.

Printed Name of Parent/Guardian: \_\_\_\_\_

Address: (street, city, state, zip) \_\_\_\_\_

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

Parent/Guardian Signature: \_\_\_\_\_