

Salem Rowing Club Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement ("Agreement")



In consideration of being given the opportunity to participate in any Salem Rowing Club ("Club") Activity ("Activity") either supervised or unsupervised, including use of Club equipment, I for myself, personal representative, assigns, heirs, and next of kin:

1. **ACKNOWLEDGE**, agree and represent that I understand the nature of rowing activities, both on the water and land based, that Club Activity includes **BOTH SUPERVISED AND UNSUPERVISED** use of Club equipment, and that I am qualified, in good health, and in proper physical condition, including **THE ABILITY TO SWIM**, to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, **OR THAT CLUB REPRESENTATIVES REPORT CONDITIONS TO BE UNSAFE**. I will immediately discontinue further participation in the 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, the condition of equipment or **THE NEGLIGENCE OR 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 THE LOSSES, COSTS, AND DAMAGES** I incur as a result of my participation in the Activity.
3. **HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE** the Club, their administrator, directors, agents, officers, volunteers, and employees, other participants, sponsors, advertisers, and if applicable, owners, and lessors of premises on which 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 OR 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 expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.
4. Hereby consent to **RECEIVE MEDICAL TREATMENT WHICH MAY BE DEEMED NECESSARY** in the event of **INJURY, ACCIDENT AND/OR ILLNESS** during Club Activity.
5. Hereby acknowledge that I **HAVE SOLE RESPONSIBILITY FOR** Club equipment, and personal possessions during Club Activity.
6. I release my photo to be used for any purpose promoting the club, or otherwise as deemed acceptable by its officers. **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 INTENT 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 Signature _____ Date _____

Printed Name _____

Witness _____