



## Online Waiver Form for Rowers

IN CONSIDERATION of being given the opportunity to participate in any USRowing and/or Des Moines Rowing Club ("Club") activity, including but not limited to scheduled, supervised club activities, and registered regattas, I, for myself, my child (if this release is for my child), and my personal representatives, assigns, heirs, and next of kin:

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 Activities;

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 US Rowing, the Club or their members and officials; (c.) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time;

I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation;

AGREE AND WARRANT that I will examine and inspect each Activity in which I take part as a member of USRowing and/or 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;

HEREBY RELEASE, discharge, and covenant not to sue USRowing, the Club, the Regatta, 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 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; 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.

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I HAVE READ THIS AGREEMENT; fully understand its terms and that I have given up substantial rights by signing it. I have signed this agreement 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 UNDERSTAND that it is club policy that this waiver be reconsidered and signed by me each year in advance of any participation in club activities or use of its facilities, and that as a condition of membership, it is my responsibility to comply with that expectation. If I fail to sign a valid waiver in any year prior to engaging in club activities or in use of its facilities, I agree that this waiver (unless previously revoked in writing delivered to the club secretary) shall be considered to be in full force and effect.

### **PARENTAL CONSENT AND AGREEMENT TO HOLD HARMLESS:**

(If participant is under 18)

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 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 Releasee, In the event the foregoing release is unenforceable for any reason, 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, to the fullest extent permitted by law.

### **EFFECT OF ONLINE SIGNATURE**

I, agree that my online acceptance of this agreement such as, by checking an agreement box on an electronic form providing a link to this document, shall have full force and effect just as if I had signed this release on paper in my own handwriting. The date of submission of the online form shall serve as the effective date of this waiver.

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Signatures (if signed off-line)

\_\_\_\_\_  
Signature of Rower

\_\_\_\_\_  
Signature of Parent or Guardian (if needed)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Date of Signing: \_\_\_\_/\_\_\_\_/\_\_\_\_

## PARTICIPANT WAIVER

CITY OF DES MOINES, IOWA

### RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Des Moines Rowing Club Activity/Program:

In consideration of my, or my minor child, being permitted to participate in any way in the above named Activity/Program (“Activity”), I, the Undersigned, for myself and my minor child, all of my or my minor child’s, personal representatives, executors, administrators, heirs, next of kin, successors and assigns, herein referred to as “Releasers”, do hereby:

1. Acknowledge that this Activity carries with it the potential for serious injury, death and/or property damage, and certify as to my physical fitness and that of my minor child to participate and declare that neither I, nor my minor child, have been advised otherwise by a qualified medical professional.
2. Acknowledge, agree, and represent that I and my minor child will, at all times, be aware of the surroundings during the Activity and agree that if I or my minor child consider anything related to this Activity to be unsafe, will immediately advise the Activity officials of such, and if necessary, will leave the area or refuse to participate further in the Activity.
3. Waive, release and discharge, and covenant not to sue, the City of Des Moines, Iowa, its elected and appointed officials, employees, volunteers, sponsors, and agents, including others who give recommendations, directions, or instructions as part of this Activity, hereinafter referred to as “City”, from any and all liability to Releasers, except for my minor child, for any and all loss or damage, and any claim or demands therefor, on account of injury to the person or property or resulting in my death or that of my minor child arising out of or related to the Activity, including traveling to or from the Activity.
4. Agree to Indemnify and Save and Hold Harmless the City and each of them from any loss, liability, damage, or cost that third parties may incur arising out of or related to me or my minor child’s participation in this Activity.
5. Assume full responsibility for any risk of bodily injury, death or property damage arising out of or related to the Activity.
6. Agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends ***to all acts of negligence by the City, not including gross negligence and willful misconduct***, and is intended to be as broad and inclusive as is permitted by law including any governmental immunity afforded the City by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
7. Authorize any medical treatment, including the administration of anesthesia, deemed advisable by any licensed physician to relieve any injuries received or illness contracted by me or my minor child as a

participant in this Activity.

**I have read the Release and Waiver, Assumption of Risk and Indemnity Agreement and Photo Release, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it voluntarily without assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the fullest extent permitted by law, including all acts of negligence by the City as stated above.**

Participant Name: \_\_\_\_\_ Age: \_\_\_\_\_  
(Please Print) (If under age 18)

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ City/Zip \_\_\_\_\_ Phone: \_\_\_\_\_

If Participant is a Minor

Parent/Legal Guardian: \_\_\_\_\_  
(Please Print)

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

Address: \_\_\_\_\_ City/Zip \_\_\_\_\_ Phone: \_\_\_\_\_