



**WAIVER AND RELEASE OF LIABILITY,
ASSUMPTION OF RISK AND
INDEMNITY AGREEMENT ROCKLAND
ROWING ASSOCIATION, INC.**

IN CONSIDERATION of being given the opportunity to participate in any Rockland Rowing Association, Inc. (RRA) activity, including scheduled supervised club activities and regattas, I, for myself, my personal representatives, assigns, heirs, and next of kin, hereby:

1. ACKNOWLEDGE, agree and represent that I understand the nature of rowing and paddling activities, both on water and land based (collectively, the "Activities"), and that I am qualified, in good health, and in proper physical condition to participate in the Activities.

2. FULLY UNDERSTAND that: (a) the Activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death (collectively, the "Risks"); (b) the Risks may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activities, the condition in which the Activities take place, the actions or inactions of others not participating in the Activities, or the negligence of the Releasees named below; and (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 OF THE RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES which I may I incur as a result of my participation in the Activities.

3. AGREE AND WARRANT that (a) I will examine and inspect each of the Activities in which I take part 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 Activities and will refuse to take part in the Activities until the condition has been corrected to my satisfaction; (b) I and I alone am responsible for my personal health and safety and the personal property that I bring with me to the Activities; (c) I am solely responsible for my medical expenses and decisions with respect to my care should I become ill or injured while participating in the Activities; and (d) I give my consent in the event of any such illness or injury to any emergency medical aid, anesthesia or operation deemed necessary by any attending physician.

4. RELEASE, discharge, and covenant not to sue the RRA, and any affiliated sponsor or organizer of the Activities, their respective administrators, directors, members, agents, officers, volunteers and employees, other participating regatta organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises, on which any of the Activities take place, (each a "Releasee") 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 any Releasee or otherwise, including negligent rescue operations; and I further agree that if, despite this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement, I, or anyone on my behalf, makes a claim against any Releasee, I WILL RELEASE, INDEMNIFY AND HOLD HARMLESS such Releasee from any litigation expenses, attorney's

fees, loss, liability, damage, or cost which any may incur as a result of such claim.

5. GRANT my specific permission to the RRA and any affiliated sponsor or organizer and their directors, officers, employees, volunteers, regatta organizers, sponsors, advertisers, participants, agents, and assigns to make and/or obtain photographic images and to publish, copyright, distribute and/or display photographic images taken of me on the day(s) of the Regatta. I further waive the right to inspect or examine all photographs and/or written text to which the images may be applied before use. I also waive any and all rights and claims, including future rights and claims to such photographic images and any interest therein. I hereby release and discharge the RRA and any affiliates or organizers, their directors, officers, employees, volunteers, regatta organizers, sponsors, advertisers, participants, patrons, agents, licensees, affiliates and assigns from any and all liability by virtue of distortion, blurring, alteration, optical illusion, digital scanning and manipulation, and/or use in composite form, whether the same is intentional, or otherwise. I understand that the RRA, its affiliates, organizers, sponsors, advertisers, participants, agents, and assigns may use any process or procedure resulting in the completion of the finished product for publication, display, copyright or distribution.

6. GRANT my specific permission to the RRA and assign a fully paid, non-exclusive, worldwide right and license to use, display or otherwise exploit my name, nickname, voice, photograph, statements, biographical information, and likeness, as well as images of me in motion picture, videotape, electronic, and similar formats ('My Image'), so long as My Image relates to my participation, whether in original or modified form. I waive any rights of privacy.

I have read this **Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement**, fully understand its terms, understand that 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.

Name of Participant: _____
Date: _____
Address: _____
State: _____ Zip: _____ Phone: _____

Parent or Guardian (if under 18)

Signature: (only if age 18 or over)