

JUSTICE HIGH SCHOOL ROWING

ROWING RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT IN CONSIDERATION of being given the opportunity to participate in the Justice Rowing program, I, for myself, my personal representative, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree and represent that I understand the nature of Rowing Activities (Activity), 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 or 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. AGREE AND WARRANT that I will examine and inspect each Activity in which I take part as a participant in the Justice Rowing Open House 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.
4. HEREBY RELEASE, discharge, and covenant not to sue Justice High School Rowing, Justice High School Rowing Boosters, Inc., including its administrators, directors, agents, officers, volunteers and employees, including Justice High School Coaches, and the Lake Barcroft Association, (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 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 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 a result of any such claim.

I have read this agreement, fully understand its terms, understand I have given up substantial rights by signing it and have signed it freely and without any inducement of assurance of any nature and intend it to be a complete and unconditional release of 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 – Printed)

(Street Address) (Phone Number)

(City, State, Zip Code) (Date)

(Participant's signature – only if age 18 or older)

If participant under age 18, Parental Consent Form below MUST BE COMPLETED AND SIGNED

AND 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, and covenant not to sue 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 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 which may incur as a result of any such claim.

(Name of Parent/Guardian – Printed)

(Street Address) (Phone Number)

(City, State, Zip Code) (Date)

(Parent/Guardian Signature – only if the participant is under the age of 18)