

City Island Rowing - Annual Waiver 2025



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

IN CONSIDERATION of being given the opportunity to participate in any City Island Rowing (C.I.R.) activities (the "Activity" or "Activities") from now until the end of this calendar year, I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. 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 Activity.

2. FULLY UNDERSTAND that: (a) ROWING ACTIVITIES, BY THEIR VERY NATURE, INVOLVE INHERENT RISKS AND DANGERS, including but not limited to serious bodily injury, permanent disability, drowning, paralysis and death ("Risks"); (b) these Risks cannot be avoided regardless of the care and steps the Releases (defined below) have taken to avoid them; (c) these Risks and dangers are inherent in the Activity but may be increased or arise from my own actions or inactions, the actions or inactions of others participating in the Activity, the condition(s) in which the Activity takes place, or the negligence of the Releases named below; (c) there may be other risks associated with my participation in the Activity, including potential social and economic losses, either not known to me or not readily foreseeable at this time. I ACKNOWLEDGE AND AGREE TO ASSUME ALL SUCH RISKS DESCRIBED HEREIN, KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, AND AGREE TO ACCEPT ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity.

3. UNDERSTAND AND AGREE that C.I.R. cannot guarantee against exposure to any virus, bacterium or other microorganism, including but not limited to COVID-19. Participation in any C.I.R. activity is purely voluntary, and every member must assess the risks and their level of participation for themselves. Furthermore I / we agree to indemnify, defend, and hold harmless, C.I.R., its agents, employees and volunteers, as well as other team members and their families, and USRowing from any claim or injury resulting from such exposure.

4. AGREE AND WARRANT that I will examine and inspect the premises and surrounding area of each Activity in which I take part as a member of 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.

5. HEREBY FOREVER RELEASE, discharge, hold harmless, and covenant not to sue USRowing, C.I.R., their administrators, directors, agents, officers, volunteers and employees, other participating regatta organizers, any sponsors, advertisers, or any owners and lessors of the premises on which the Activity takes place (collectively, "Releasees") from all liability, claims, demands, losses or damages, including but not limited to causes of action for negligence, gross negligence, and premises liability, arising from or in connection with my participation in any C.I.R. Activity. This Waiver & Release of Liability applies to all potential claims against Releasees, including claims that Releasees were negligent and explicitly covers claims concerning or related to rescue operations.

6. AGREE TO INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS Releasees from all defense costs (including reasonable attorneys fees, court costs, and investigative costs), loss, liability, or damages incurred in connection with any and all claims brought against Releasees arising from or related to my participation in any C.I.R. Activity, including claims that Releasees were negligent, or solely at fault. If I file a lawsuit or other legal action against Releasees that is barred by this Agreement, I agree to reimburse Releasees for all costs they incur in the defense of such lawsuit or action. This provision is intended to apply to the fullest extent permissible by law, and applies in all situations.

7. CERTIFY that I am a competent swimmer and have passed basic swimming proficiency tests given by the American Red Cross, YMCA or other similar credited organization.

8. HEREBY grant C.I.R. permission to use my likeness/my child's likeness in photograph(s)/video in any and all of its publications and in any and all other media, whether now known or hereafter existing, controlled by C.I.R., in perpetuity, and for other use by C.I.R. I will make no monetary or other claim against C.I.R. for the use of the photograph(s)/video.

9. ACKNOWLEDGE that I am aware of the C.I.R. SafeSport Policy and the recommendations for athlete and parent education. I agree that in the course of normal practice, private lessons, team travel and regattas, there may be situations where I / my athlete may be coached, instructed or transported by a CIR coach, chaperone or other volunteer - and that may happen in a group or individual basis. I understand that I / my athlete may have one-on-one electronic communications with a coach, chaperone or other volunteer. All electronic communications between key personnel and athletes must be Open and Transparent, and professional in nature. Parents may ask to be included in all communications.

I have read this agreement, fully understand its terms, and understand that I have given up substantial legal 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.

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

Signature (only if age 18 or over): \_\_\_\_\_

PARENTAL CONSENT

AND I, the minor's parent and/or legal guardian, understand the nature of rowing activities, and am aware of 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, DEFEND, SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages arising from or related to the minor's participation in C.I.R. Activities, whether allegedly caused by the negligence of Releasees or otherwise, 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, DEFEND, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost incurring in connections with such claim.

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

Parent/Guardian Signature (participant under the age of 18): \_\_\_\_\_ Date: \_\_\_\_\_