

SYRACUSE CHARGERS ROWING CLUB WAIVER

IN CONSIDERATION of being given the opportunity to participate in any Syracuse Chargers Rowing Club, for one calendar year from the date of signature, 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 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 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 LOSSES, COSTS AND DAMAGES I incur as a result of my participation in the Activity with Syracuse Chargers Rowing Club.
3. AGREE AND WARRANT that I will examine and inspect each Activity in which I take part as a member of Syracuse Chargers Rowing 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.
4. HEREBY AND RELEASE, discharge, and covenant not to sue Syracuse Chargers Rowing Club, 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 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 a result of such claim to the fullest extent permitted by law.

I have read this agreement fully understand its terms, understand that I have given up any substantial rights by signing it and have signed it freely and without 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.

Printed Name of Participant _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Date:** _____

Participant's Signature:

Parental Consent (if participant is under the age of 18).

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, covenant not to sue, and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demand, losses, or damages on the minor's account caused or alleged to be caused in whole or in part by the 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 any may incur as result of any such claim, to the fullest extent permitted by law.

Printed Name of Parent/Guardian:

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Date:** _____

Parent/Guardian Signature (only if participate is under the age of 18):

I hereby certify that I am able to swim and agree to hold harmless the Syracuse Chargers Rowing Club, Syracuse University and Onondaga County Parks and Recreation for any accident or injury that might occur.
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Rower's signature: _____

Date: _____

If rower is under 18 years of age,

Parent's signature: _____

Date: _____