



Waiver and Release of Liability

IN CONSIDERATION of being given the opportunity to participate in any Minneapolis Rowing Club ("the Club") or USRowing activity, including but not limited to supervised or unsupervised club activities, and registered regattas, I, for myself, my personal representatives, assigns, heirs, and next of kin; OR, if I am the parent of a member who has not reached the age of majority, I for my child, hereby acknowledge and agree as follows:

1. I 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. I 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 Releasee 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. ***I specifically acknowledge that these Risks include the risks of acquisition and transmission of SARS-CoV-2 (the virus that causes COVID-19), risks that are heightened by the nature of rowing activities and of the Club's facilities and equipment.***

3. I AGREE AND WARRANT that I will examine and inspect each Activity in which I take part as a member of the Club or USRowing 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. I HAVE REVIEWED the Bylaws, Policies, and Information available here: https://mrc.clubexpress.com/content.aspx?page_id=86&club_id=150333#. I acknowledge that I am bound by and will abide by the rules of conduct contained within those documents, including but not limited to the Bylaws, the MRC Safe Sport Handbook, the Boat Storage Policy; the Code of Conduct; the Conflict of Interest Policy; the Equipment Breakage Policy; the Email Policy; the Payment Policy; the Rower Handbook; the Safety Manual; the Use of MRC Single Boats Policy; the Private Lesson Policy; ***the COVID-19 Procedures*** and all other policies that appear there. If I had questions about any of these policies, I have asked them.

5. I 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, DEFEND, 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.

Participant Sign
and Date:

Print Name:

Address:

Parental Consent

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 in such an 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 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 any may incur as the result of any such claim.

Parent/Guardian

Sign and Date:

Print Name:

Address:
