

Athlete

_____ **last**

_____ **first**

Date of Birth

_____ **yyyy/mm/dd**



ROWING CANADA AVIRON / ST. CATHARINES ROWING CLUB
RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT
For Adults — the Age of Majority (18 and over). Guardian signature is required for minors.



By signing this document you will waive certain legal rights. Please read carefully.

Rowing Canada Aviron Waiver

1. This is a binding legal agreement; therefore clarify any questions or concerns before signing. As a Participant in the sport of rowing and the activities, programs and events of Rowing Canada Aviron or its Members (defined in the Rowing Canada Aviron Bylaws), collectively or independently, (collectively the "Activities"), the undersigned, being the Participant and the Participant's Parent/Guardian (collectively the "Parties"), acknowledge and agree to the following terms:

Disclaimer

2. Rowing Canada Aviron and its Members, and their respective Directors, Officers, organizers, committee members, members, employees, coaches, volunteers, umpires, officials, participants, agents, sponsors, owners/operators of applicable facilities, and representatives (the "Organizations") are not responsible for any injury, property damage, expense, loss of income, damage or loss of any kind suffered by the Participant during, or as a result of, the Activities and the risks relating to the Activities.

Description of Risks

3. The Parties understand and acknowledge that water sports activities, including rowing, have inherent risks and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life. Rowers do not face the direction in which they are rowing in boats that, to a greater or lesser extent, are unstable and not designed to handle rough water conditions.

4. The Participant is participating voluntarily in the Activities. In consideration of the Participant's participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards associated with or related to the Activities. The risks, dangers and hazards include, but are not limited to, injuries from:

- | | |
|--|---|
| a) Rowing, paddling and sculling; | k) Shuttling boats, traveling to and from paddling locations; |
| b) Executing strenuous and demanding physical techniques; | l) Entering, exiting or falling off a rowing boat; |
| c) Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements; | m) Falls to the ground due to uneven or irregular terrain or surfaces; |
| d) Exerting and stretching various muscle groups; | n) Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment; |
| e) Dryland training; | o) Contact, falling or colliding with boats, oars, paddles, docks, stationary objects or with other participants; |
| f) Entering water by either falling, diving or jumping; | p) Capsizing or being swamped by waves; |
| g) Extended time in water and underwater; | q) Carrying boats in an out of the water; |
| h) Drowning; | r) Spinal cord injuries which may render me permanently paralyzed, permanently disabled or loss of life; and |
| i) Extreme weather and temperature conditions which may result in dehydration, heatstroke, sunstroke or hypothermia; | s) Travel to and from events which are an integral part of the Organizations' Events. |
| j) Remoteness of certain water locations and an inability to obtain emergency medical assistance; | |

Release of Liability

5. In consideration of the Organizations allowing me to participate, I agree:

- a) That my physical condition has been verified by a medical doctor to participate in the Activities;
- b) The sole responsibility for my safety remains with me;
- c) To remove myself if I sense or observe any unusual hazard or unsafe condition, or feel unable or unfit to safely continue;
- d) To ASSUME all risks arising out of, associated with or related to my participation;
- e) To WAIVE any and all claims that I may have now or in the future against the Organizations;
- f) To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the activities, events and programs of the Organization; and
- g) To FOREVER RELEASE the Organizations from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which I may have or may in the future, that might arise out of, result from, or relate to my participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organizations.

Acknowledgement

6. I acknowledge that I have read this agreement and understand it, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

Signed this _____, day of _____, 20 _____.

Name _____
(if athlete is 18 and over)

_____ signature

Guardian _____
(if athlete is under 18)

_____ signature