

## COMBINED WAIVER FORMS FOR EVSRA AND US ROWING

This document combines waiver of liability forms for rowers participating in EVSRA sponsored regattas. The waivers have been combined for the convenience of member and non-member schools and programs so that only one set of signatures is required each year for each rower.

The EVSRA waiver applies to events sponsored by Eastern Virginia Scholastic Rowing Association, whether or not sanctioned by US Rowing. The US Rowing waiver applies to any event sanctioned by the United States Rowing Association and to events which otherwise require completion of a US Rowing Release of Liability.

The waivers may apply simultaneously to the same event. Nevertheless, each agreement is independent of the other. Any determination that either waiver or any portion of either waiver is deemed invalid shall have no effect on the other agreement or other portions of either waiver not deemed invalid.

### EVSRA WAIVER FORM

As a condition of participation in regattas sponsored by the Eastern Virginia Scholastic Rowing Association (EVSRA) during the period of March 21, 2019 through March 20, 2020, the following named rower and his or her parent or legal guardian agree as follows on behalf of themselves, their heirs, their assigns and their next of kin, and in the case of the parent, on behalf of the minor rower.

1. We acknowledge and accept the risks inherent in rowing and other water related activity including without limitation motor boat operation and waterfront activities.
2. We certify that the rower is in good health and is physically capable of performing the physical activity involved in rowing events. We agree to notify EVSRA promptly if we become aware of any medical condition that may impair the rower's ability to participate safely.
3. We agree to use common sense while engaging in EVSRA activities and to refrain from any conduct which may harm the rower or other participants in EVSRA activities.
4. We will be observant for any potential risks or hazards to the safety of any participant at EVSRA events and will promptly notify the Chief Referee or the Regatta Director of any such condition. We further agree to keep away from any such risks or hazard until the unsafe condition is corrected.
5. To the fullest extent permitted by Virginia law, we hereby release the following persons and entities from any and all liabilities, claims, losses or damages of any nature whatsoever, whether to person or property caused or claimed to be caused in whole or in part by the negligence of the following persons and entities:
  - A. Eastern Virginia Scholastic Rowing Association, including its officers, directors, volunteers and contractors.
  - B. The City of Norfolk and Norfolk Botanical Garden Society, including officials, employees and contractors of those entities.
  - C. US Rowing, its officers, agents and officials, including rowing referees and officials.
  - D. Rowing officials participating in any EVSRA sanctioned activity, whether or not licensed by US Rowing or acting in a representative capacity for US Rowing.
  - E. Any insurers of the above persons and entities.
6. In the event that any portion or portions of this agreement are deemed invalid, we agree to indemnify, save and hold harmless each of the released parties from any loss, liability damage or cost, including attorneys fees and expenses which any may incur as the result of any claim for injuries, losses or damages caused or claimed to be caused by their negligence.

WE CERTIFY THAT WE HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT, ACKNOWLEDGE THAT WE MAY HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND ACKNOWLEDGE THAT WE HAVE DONE SO FREELY WITH THE INTENT FOR IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE FULLEST EXTENT PERMITTED BY LAW. WE AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS DETERMINED TO BE INVALID, ALL OTHER TERMS SHALL REMAIN IN FULL FORCE AND EFFECT.

### **U.S. ROWING RELEASE OF LIABILITY**

IN CONSIDERATION of being given the opportunity to participate in any USRowing activity, including scheduled, supervised club activities, and registered regattas, during the policy term 12/31/18-12/31/19, I, for myself, my personal representatives, assigns, heirs, and next of kin.

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 Release 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; andI 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. I AGREE AND WARRANT that I will examine and inspect each Activity in which I take part as a member of 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 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 Release 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 any 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 substantial rights by signing it and have signed it freely and without any 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.

### **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 that 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, demands, losses, or damages on the minor’s account caused or alleged to be caused in whole or 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 Releasee, 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, to the fullest extent permitted by law.

WITNESS THE FOLLOWING SIGNATURES FOR PURPOSES OF BOTH THE FOREGOING EVSRA WAIVER AND U.S. ROWING RELEASE OF LIABILITY:

FULL NAME OF ROWER:

\_\_\_\_\_

FULL NAME OF PARENT:

\_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Program: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Program: \_\_\_\_\_

Date: \_\_\_\_\_

(Signed) \_\_\_\_\_

Check here to signify electronic signature of rower.

By checking this box, I represent that I have signed a paper copy of this document and have delivered that document to my head coach. Checking this block also indicates my understanding of the foregoing forms and my agreement to be bond by their terms.

(Signed) \_\_\_\_\_

Check here to signify electronic signature of parent.

By checking this box, I represent that I have signed a paper copy of this document and have delivered that document to my head coach. Checking this block also indicates my understanding of the foregoing forms and my agreement to be bond by their terms both for myself and for my child who is the rower named above.

**NOTICE TO COACHES: YOU ARE RESPONSIBLE FOR OBTAINING AND PRESERVING A FULLY COMPLETED AND SIGNED ORIGINAL OF THIS DOCUMENT. YOU WILL BE ASKED TO PRODUCE A FULLY COMPLETED ORIGINAL AS REQUIRED BY EVSRA OR U.S. ROWING.**