



2018 Release of Liability

IN CONSIDERATION of being given the opportunity to participate in any Buffalo Scholastic Rowing Association (BSRA) activity, including scheduled, supervised club activities, and registered regattas, during the term 1/01/2018– 12/31/18, 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; 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.

3. I AGREE AND WARRANT that I will examine and inspect each Activity in which I take part as a member of the BSRA 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 BSRA, 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, 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.

Printed Name of Participant:

Email _____

Date of Birth: _____

Address: _____

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

Phone: _____ **Date:** _____

Participant’s Signature:

Organization:

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, 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.

Printed Name of Parent/Guardian:

Email _____

Address: _____

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

Phone: _____ **Date:** _____

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

I further agree that I will not sue or make a claim on behalf of myself or my child against the Released Parties for damages or other losses sustained as a result of my child's participation in the water sports activity.

I further agree to indemnify and hold Released Parties harmless from all claims, judgments and cost, including attorney's fees, incurred in connection with any action brought as a result of my child's participation in the water sports activity.

This Agreement is specifically is intended to operate as a waiver of liability to the fullest extent allowed by law on the date on which it is signed. To the extent that any portion of this Agreement is found to be unenforceable under Florida law, only that portion of the Agreement shall be stricken and the remaining portions of the Agreement shall be enforced.

BY EXECUTING THIS AGREEMENT, I REPRESENT THAT I HAVE READ THIS RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND THAT I FULLY UNDERSTAND ITS CONTENTS AND SIGN IT OF MY OWN FREE WILL ON BEHALF OF MYSELF AND MY MINOR CHILD.

Signature of Natural Guardian/Parent on
behalf of _____, a minor

Date