WAIVER ~RELEASE OF LIABILITY~INDEMNIFICATION

In consideration of being given the opportunity by Wilmington Rowing Center (“WRC”) to participate in activities of, for, on behalf of, sponsored by, related to, on the premises of, or connected in any way with WRC including, without limitation, participating and engaging in activities related to the sport of rowing, water sports, training (land and water): such as practicing; boat and equipment handling; equipment; access to, use of, maintenance for, decorations to, improvements to and repairs to boathouse and other on and off premises activities and locations; regattas; fundraisers; and social events (all of the foregoing being referred to as “Rowing Activities”),

for myself, my personal representative, executors, administrators, heirs, next of kin, successors and assigns for all time:

1. I ACKNOWLEDGE AND REPRESENT:

* that I fully understand the nature of Rowing Activities (both water and land based);
* that I am in good health and in proper physical condition to participate in Rowing Activities;
* that I am responsible for my own health and well-being at all times;
* that I have the ability to swim 100 meters unassisted, tread water for three minutes unassisted, and float for three minutes unassisted, and the ability to proficiently swim in currents and cold water in the event of an accident, including the capsize of any boat and lack or loss of sufficient buoyancy of any floatation device or equipment;
* that I fully understand **ROWING ACTIVITIES INVOLVE RISKS AND DANGERS**, including but not limited to minor and serious bodily injury, permanent disability, dismemberment, contusion, sickness, disease, laceration, fracture, dental damage, bleeding, fainting, inflammation, irritation, ruptured spleen, bacterial, fungal and viral infections (among others COVID-19 Coronavirus), brain damage, heart failure, drowning, dehydration, deoculation, heat stroke, hypothermia, electrocution, fall, slip and fall, pain and suffering, sprains, tears, paralysis, and death; and I fully understand and assume the risk that equipment may be defective or improperly maintained or otherwise not seaworthy, and that recommended safety precautions may not be taken or may be undertaken insufficiently, and that hidden or non-obvious dangers may be present, and assume the risk of even avoidable accidents and obvious dangers whether natural or man-made, and assume the risk of activities that are or become risky, unsafe or unhealthy; and I fully understand that there may be other risks and social and economic losses unknown to me and others at this time or not foreseeable at this time (all of the foregoing collectively “Risks”);
* that I fully understand that these Risks may be caused by my own actions or inactions, the actions or inactions of others, the condition in which the activity takes place, or the negligence of WRC and the “Releasees” identified below;
* that WRC and the “Releasees” identified below are not responsible for my rescue, calling for assistance, rendering any kind of aid or any errors, delays or discontinuance of any attempted rescue, nor are WRC or the Releasees responsible for any loss or damage to personal property of members, including any equipment owned or leased by members;
* that I VOLUNTARILY ACCEPT AND ASSUME ALL RISKS AND RESPONSIBILITY for any losses, expenses and damages I incur as a result of my participation in Rowing Activities including but not limited to medical care, loss of wages, rehabilitation, and any other damages.

1. **If applicant is under the age of 18:** I am the parent/guardian of the below named Minor. **I understand that I am agreeing to allow Minor to participate in activities that INVOLVE RISKS AND DANGERS, as defined herein.**

I certify that I represent the Minor and certify and agree, on his or her behalf and my behalf as agent, to the above stated Waiver~ Release of Liability~ Indemnification.

1. I, and on the Minor’s account (if applicable), HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE WRC and its directors, officers, coaches, members, agents, servants, employees, volunteers, contractors and if applicable, owners and lessors of premises on which WRC activities and Rowing Activities take place, and their successors, assigns, heirs, representatives, and estates (each considered one of the “Releasees” herein) from any and all liabilities, losses, claims, demands, causes of action, damages, costs and expenses, including attorneys’ fees, connected with injury or harm (including death) to my person or to Minor or to my/Minor property, arising from or related in any way with WRC, its activities, and Rowing Activities, including, but not limited to, injury or harm that may be caused in whole or in part from negligent rescue operations, the negligence of the Releasees, or otherwise.
2. I, and on the Minor’s account (if applicable), AGREE TO DEFEND, INDEMNIFY, SAVE AND HOLD HARMLESS each and all of the Releasees from any and all liabilities, losses, damages, costs and expenses, including litigation expenses and attorneys’ fees, if, despite this waiver, assumption of risk, and release of liability, I, or anyone on my behalf or Minor’s behalf, makes a claim against the Releasees, or makes a claim based on injury or harm (including death) to my person, or to Minor, or to my/Minor property, arising from or related in any way to WRC, its activities, or Rowing Activities.
3. I, and on the Minor’s account (if applicable), FURTHER AGREE TO DEFEND, INDEMNIFY, SAVE AND HOLD HARMLESS each and all of the Releasees from any and all liabilities, losses, damages, costs and expenses, including litigation expenses and attorneys’ fees, arising from, directly or indirectly, any of my, or Minor’s (if applicable), acts or omissions.
4. If any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

**ON BEHALF OF MYSELF, AND MINOR (if applicable), I REPRESENT THAT I HAVE READ THIS DOCUMENT, FULLY UNDERSTAND THE TERMS AND CONTENT OF THIS DOCUMENT, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS. I FURTHER REPRESENT THAT I AM SIGNING THIS DOCUMENT FREELY WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE OR KIND.**

Signature:

(if 18 or over, or Signature of Parent/Guardian)

Your Printed Name:

Name of Minor:

(if applicable – print)

Address:

Phone:

Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:

EMERGENCY CONTACT NAME:

EMERGENCY CONTACT PHONE: