



Athlete's Name: \_\_\_\_\_

## 2010 Rowing/US Rowing WAIVER/ Fairport Crew Club, Incorporated

IN CONSIDERATION of being given the opportunity to participate in the Rowing programs run by Fairport Crew Club, Incorporated and all events that it participates in, for myself, my personal representatives, assigns, heirs, and next of kin:

1. 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. 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 Releases names 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. AGREE AND WARRANT that I will examine and inspect each Activity in which I take part as a member of , Fall, Winter and/or Spring Programs, 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. HEREBY RELEASE, discharge, and covenant not to sue , **Fairport Crew Club, Incorporated**, 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 Releasees 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's expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of such claim.

**I have read this agreement, fully understand its terms, understand that 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 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:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Phone:** \_\_\_\_\_

**Signature (only if age 18 or over)** \_\_\_\_\_

### PARENTAL CONSENT & PHOTO WAIVER

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 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.

I grant **Fairport Crew Club**, its legal representatives, employees, and photographers, the right and permission to copyright and/or use, reuse and/or publish, and republish photographic and video images of my son/daughter and/or myself without payment or other consideration made to me. These include, but are not limited to: pictures, video productions, newsletters, television programs, web casts, brochures, handbooks, programs and Internet web pages. I hereby waive any right to inspect or approve the finished image, in either printed format or electronic form. I hereby release, discharge and agree to SAVE AND HOLD harmless Fairport Crew Club, its representatives, employees, photographers, or any firm associated with the publishing or distribution of the finished product in any form, in whole or in part, from and against any liability as a result of any distortion, blurring or alteration, optical illusion, or use in composite for, either intentionally or otherwise, that may occur or be produced in the taking, processing of the finished product, its publication or distribution of the same.

**I have read the foregoing waiver, authorization and agreement before signing my signature, and warrant that I fully understand the contents thereof.**

**Printed Name of Parent/Guardian:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Parent/Guardian Signature (if participant is under the age of 18):** \_\_\_\_\_

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

**Phone:** \_\_\_\_\_