

Release of Liability



IN CONSIDERATION of being given the opportunity to participate in the 2024 Megunticook Rowing Program of Activities, included and not limited to: Indoor and Outdoor training, practice and volunteer activities. Also included in this waiver release are any Regatta events hosted by Megunticook Rowing during 2024. 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, that 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 economic loses 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 regatta participant 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 Megunticook Rowing, the Club, the Regatta(s), 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 of of the Releasees herein) from all liability, claims, demands, losses or damages on 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 may occur as a result of such claim, to the fullest extent permitted by law.

PLEASE DO NOT CHANGE OR ALTER THE WORDING ON THIS WAIVER WITHOUT PRIOR APPROVAL FROM All Marine/Mariners Insurance Agency or Megunticook Rowing.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed 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:

Date of Birth: ____/____/____

Address: _____

City: _____

State: _____

Zip-Postal Code: _____

Phone: _____

Participants Signature:

Date: ____/____/____

Organization: _____

PARENTAL CONSENT

(If participant is under the age of 18)

AND I, the minors parent and/or legal guardian, understand the nature of rowing activities and the minor's experience and capabilities and believe the minor is 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 in part by the negligence of Releasees or otherwise including negligent rescue operations, and further agree that in despite of this release, I, the minor, or anyone on the minor's behalf makes a claim against of of the above Releasee(s), I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage or cost that may incur as the result of such claim, to the fullest extent permitted by law.

Printed Name of Parent/Guardian:

Date of Birth: ____/____/____

Address: _____

City: _____

State: _____

Zip-Postal Code: _____

Phone: _____

Parent/Guardian Signature:

(only if the participant is under the age of 18):

Date: _____