

MEMBERSHIP APPLICATION AND RELEASE OF LIABILITY

IN CONSIDERATION of being given the opportunity to participate in the following rowing activity sponsored by Pioneer Rowing Club on _____, 20__ ("Rowing Activity Day"): _____

("Rowing Activity"). I, for myself, my personal representatives, assigns, heirs, and next of kin.

1. ACKNOWLEDGE, agree and represent that I understand the nature of Rowing Activity, both on water and land based, and that I am qualified, in good health, able to swim, and in proper physical condition to participate in such Rowing Activity.

2. FULLY UNDERSTAND that (a): ROWING ACTIVITY 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 Rowing Activity, the condition in which the Rowing 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. AGREE AND WARRANT that I will examine and inspect each Rowing Activity in which I take part as a member of Pioneer Rowing Club that, if I observe any condition which I consider to be unacceptable hazardous or dangerous, I will notify the proper authority in charge of the Rowing Activity and will refuse to take part in the Rowing Activity until the condition has been corrected to my satisfaction.

4. HEREBY RELEASE, discharge and covenant not to sue USRowing, Pioneer Rowing Club, organizers of the Rowing Activity, 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 Releases 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 Releases, I WILL INDEMNIFY, SAFE AND HOLD HARMLESS each of the Releases 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 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.

I also hereby apply for, and acknowledge my status as, a member of Pioneer Rowing Club for the Rowing Activity Day.

Printed Name of Participant

Address: _____

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

Participant's Signature

Date: _____

PARENTAL CONSENT (if participant is under the age of 18).

AND I, the minor participant'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 SAFE AND HOLD HARMLESS each of the Releases 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 Releases 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 Release, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releases 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:

Address: _____

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

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

Date: _____

Acceptance of Participant as Member of Pioneer Rowing Club The above named Participant is hereby accepted into the membership of the Pioneer Rowing Club for the Rowing Activity Day.

Pioneer Rowing Club

By: _____

Date: _____