



BRC WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION of being given the opportunity to participate in the Broad Run Crew (BRC) and to utilize the Algonkian Regional Park (NOVA PARK) facilities and Broad Run High School (BRHS), I, for myself, my personal representatives, assigns, heirs and next of kin:

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

I. FULLY UNDERSTAND that:

(a). ROWING ACTIVITIES INVOLVE RISKS AND DANGERS of serious bodily injury, including permanent disability, paralysis, and death (“risks”);

these risks may be caused by my own actions, or inactions, the actions of others participating in the Broad Run Crew, or the negligence of the “releases” named below; (c). I am responsible for arranging for my own transportation to and from facilities, (d). I, alone, accept full responsibility and all risks; there may be other risks and social and economic losses either not known to me or not 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 Broad Run Crew activities.

AGREE AND WARRANT that I will examine and inspect each activity in which I take part 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 that activity until the condition has been corrected to my satisfaction.

HEREBY RELEASE, discharge, and covenant not to sue NOVA Parks, Broad Run High School and Broad Run Crew, their administrators, coaches, directors, agents, officers, volunteers and employees, and other participants, and, if applicable, owners and lessors of premises on which the activities take 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 releases 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, SAVE, AND HOLD HARMLESS each of the releases from any litigation expenses, attorney fees, loss liability, damage, or cost which may incur as a result of such a claim, to the fullest extent permitted by law.

I have read this agreement, fully understand its terms, and understand that I have given up substantial rights by signing it and have signed it freely and without any induction 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.

PARTICIPANT'S NAME (PRINTED) _____

PARTICIPANT'S SIGNATURE _____ DATE: _____

PARENTAL CONSENT

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 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 Broad Run Crew against any of the above Releases, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each and release 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.

_____ I CONFIRM THAT THE PARTICIPANT HAS BASIC SWIMMING SKILLS REQUIRED TO PARTICIPATE.

PARENT/GUARDIAN'S NAME (PRINTED) _____

PARENT/GUARDIAN'S SIGNATURE _____ DATE: _____