

# Rowing Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement

---

**In Consideration** of being given the opportunity to participate in any way in any Topeka Rowing Association and/or The Great Plains Rowing Championships and/or The Homecoming Regatta and/or Activities ("Activity"), I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. I have read and understood the published Rowing and Regatta Rules and agree to be governed by and follow them.
2. **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. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
3. **Fully Understand** that: (a) ROWING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) that these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASES" 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.
4. **Hereby Release**, Discharge, and Covenant Not To Sue USRowing, Topeka Rowing Association, Shawnee County Parks & Recreation, their administrators, directors, agents, officers, volunteers, and employees, other participants, regatta organizers, and 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 "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 any may incur as the result of such claim.

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 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.

Name (printed clearly) \_\_\_\_\_

Address, City, State, Zip Code \_\_\_\_\_

Phone Number and Email Address \_\_\_\_\_

Club or College Name \_\_\_\_\_

Printed Name of Authorized Representative  
(Parent or Legal Guardian if under 18) \_\_\_\_\_

**Signature**

(If under 18, must be signed  
by Parent or Legal Guardian) \_\_\_\_\_

**Date** \_\_\_\_\_

*Name and Signature and Date required. Information listed will be used for authorized TRA purposed only.*