

**Lifetime Rowing Release and Waiver of Liability, Assumption of Risk,
and Indemnity Agreement ("Agreement")**

IN CONSIDERATION of being given the opportunity to participate in any way in any Tampa Rowing Club ("Club") activities, including but not limited to the use of their facilities, boats, equipment and instructors (hereinafter "activity" or "activities"), I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of rowing and related Activities, both on the water and land based, and that I am qualified, in good health, and in proper physical condition to participate in such Activity. _____ (initial)
2. FULLY UNDERSTAND that: (a) ROWING AND RELATED ACTIVITIES INVOLVE RISK AND DANGERS of serious bodily injury, including but not limited to permanent disability, paralysis, drowning, hypothermia, 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 Releasees 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 ASSUME ALL SUCH RISKS AND ALL PERSONABLE RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity. _____ (initial)
3. **I understand that by signing this Lifetime Rowing Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement I am releasing the Club for any injuries I incur while engaged in Club activities even if such injuries are caused in whole or in part, or directly or indirectly, by the negligence of the Club.** _____ (initial)
4. AGREE AND WARRANT that I will examine and inspect each Activity in which I take part as a member of the Club 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. _____ (initial)
5. HEREBY FOREVER RELEASE, discharge, and covenant not to sue the Tampa Rowing Club, their directors, agents, officers, members, and volunteers, other participants, 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 and hereinafter referred to as Releasees) 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 but not limited to 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 claim against any of the Releasees, I WILL INDEMNIFY, SAVE, DEFEND, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim. _____ (initial)
6. AGREE that this Release, Waiver of Liability, Assumption of Risk and Indemnity Agreement is a LIFETIME agreement and shall remain in full force and effect unless terminated by the undersigned in writing giving notice to the Club. _____ (initial)

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 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: _____

ADDRESS: _____
(Street)(City)(State)(Zip)

PHONE: _____ Date: _____

PARTICIPANT'S SIGNATURE (only if age 18 or over): _____

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PARENTAL CONSENT (only if participant under the age of 18)

AND I, the minor's parent and /or legal guardian, understand the nature of rowing activities and the minor's experience and capabilities and represent and warrant the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue, and AGREE TO INDEMNIFY, DEFEND, 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 THE RELEASEES 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 Releasees, I WILL INDEMNIFY, SAVE, DEFEND, 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 any 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 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 PARENT/GUARDIAN: _____

ADDRESS: _____
_____ (Street)(City)(State)(Zip)

Phone: _____ Date: _____

PARENT/GUARDIAN SIGNATURE: _____