



#### Liability Waiver and Assumption of Risk

I, \_\_\_\_\_, understand and hereby agree that rowing and sculling include activities both on land and on the water (all of which are the "Rowing Activities") that involve certain risks and dangers incidental thereto. Rowers do not face the direction in which they are rowing in boats that, to a greater or lesser extent, are unstable and not designed to handle rough water conditions. Risks include, but are not limited to, injury from collision with another vessel or stationary objects and from the malfunctioning of equipment and injury or drowning as a result of capsizing or being swamped by waves from passing vessels or adverse weather. Such risks are increased when the air or water temperature is low creating the risk of hypothermia. I also understand that the physical exertion of rowing, including carrying boats in and out of the water, can result in injury or death. I further agree and acknowledge that:

- ◆ I am responsible for being medically fit to engage in the activity of rowing and I confirm that I can swim and that am in good health and do not suffer from a heart condition or other ailment that could be exacerbated by the exertion involved in rowing; and
  
- ◆ I agree to be bound by rules established by the club.

In spite of and fully understanding such risks and other risks not expressly stated I wish to participate in the Rowing Activities at the Nicomekl Rowing Club ("the club") and hereby assume all the risks of doing so.

In consideration of the club agreeing to allow me to participate in the Rowing Activities accompanied or unaccompanied (meaning with or without a safety/coach boat), using the club's or private equipment, and permitting my use of club facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree to not hold the club, its Directors, officers, employees, agents, coaches, instructors, independent contractors, subcontractors and representatives (all of whom are herein after referred to as the "Releasees") liable for my personal injury, death and/or property loss, and; TO WAIVE ANY AND

ALL CLAIMS THAT I HAVE OR MAY HAVE IN THE FUTURE AGAINST THE RELEASEES AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in the Rowing Activities, on land or on water, due to any cause whatsoever, including NEGLIGENCE, BREACH OF CONTRACT, BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE INCLUDING ANY DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT ON THE PART OF THE RELEASEES AND FURTHER, INCLUDING FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD AND PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ROWING ACTIVITIES REFERRED TO ABOVE.

I agree to hold harmless and to indemnify the Releasees from any and all liability for any property damage or personal injury to any third party resulting from my participation in the Rowing Activities. I agree that this agreement shall be binding upon my heirs, next of kin, executors, administrators and assigns in the event of my death. In entering into this agreement I am not relying on any oral or written representation or statements made by the Releasees with respect to the safety of the Rowing Activities other than as set forth in this agreement.

**I have read and understood this agreement and I am aware that by signing this agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators and assigns may have against the Releasees.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Member's Name \_\_\_\_\_  
(please print)

Witness's Name: \_\_\_\_\_

Member's signature: \_\_\_\_\_

Witness's signature: \_\_\_\_\_

Signature of Parent/Guardian if Participant is less than 18 years old: \_\_\_\_\_

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