

CHESTER RIVER ROWING CLUB, INC.
P.O. Box 838
Chestertown, MD 21620

ACKNOWLEDGEMENT, CONSENT AND RELEASE FROM LIABILITY

Instructions: Persons age 18 and over, complete Part A only. Persons under age 18 must sign Part A and have a parent or guardian sign Part B.

I, _____, AM AWARE THAT ROWING, ROWING MACHINE TRAINING. AND ROWING TANK TRAINING ARE HAZARDOUS ACTIVITIES WHICH CARRY WITH THEM THE POTENTIAL FOR DEATH, SERIOUS INJURY AND PROPERTY LOSS, AND AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF DEATH, OR INJURY OR OTHER LOSS.

(Initials)

As lawful consideration for being permitted by the CHESTER RIVER ROWING CLUB, INC., WASHINGTON COLLEGE, and the owner/operator of the Washington College Boathouse/Pavillon Complex to participate in these activities and to use equipment and facilities, I hereby agree that I, my heirs, distributees, guardians, legal representatives and assigns WILL NOT MAKE A CLAIM AGAINST, sue, attach the property of, or prosecute said entities or their employees, agents or contractors (the "Releasees"), for my personal injury, disability, death, property damage or property theft resulting from the negligence by said persons, as a result of my participation in the above-mentioned activities.

In addition, I hereby release and discharge the Releasees and agree to INDEMNIFY and HOLD THEM HARMLESS from all actions, claims or demands, I, my heirs, distributees, guardians, legal representatives or assigns now have or hereafter have for injury or damage resulting from my participation in the above-mentioned activities and/or negligence of the Releasees.

I expressly agree that this release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Maryland, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

By participating in the above-mentioned activities I agree to observe, in spirit and practice, the following conditions for participation from the outset to the conclusion of my active participation:

1. I understand and appreciate that participation in the sport of rowing, rowing machine training, and rowing tank training, despite all reasonable precautions implemented for my safety as a participant, carries a risk of serious injury, including death. I also understand and appreciate that controlling that risk is a responsibility that, as a participant, I must share. Consequently, unless I have expressed a particular safety concern to an appropriate responsible person associated with the particular activity, by my continued participation, I am acknowledging that the risks of injury from participation are acceptable to me. Further, if I am injured, become ill, or suffer any personal loss while involved in this activity, I and my family hold harmless the Releasees and the persons given the responsibility for the conduct of the activity and the rendering of services to me in association with my participation, excepting occurrences resulting from gross negligence and wanton intentional misconduct.
2. I give consent for the Releasees to summons or otherwise provide medical and emergency medical services as warranted. If I choose to obtain these attentions and services from other than that provided, I accept full responsibility for such actions and their consequences. I further release Releasees from any claim whatsoever on account of first aid, treatment or service rendered me during my participation in the above-mentioned activities.
3. I agree to abide by the general rules of conduct prescribed for participation in these activities and for guests of the facilities associated with the activities.

4. Due to the proximity of the water associated with the sport of rowing, I understand that I should be able to swim if I fall overboard.
5. I agree to assume financial responsibility for any health or other personal loss incurred while participating in the above-mentioned activities that is not covered by my insurance.
6. I attest and verify that I have full knowledge of the risks involved in the aforesaid activities, have no physical or mental condition which would impair my capability for full participation as intended and expected of me, and am physically fit and sufficiently trained to so participate.

I HAVE CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTAND ITS CONTENTS AND ACKNOWLEDGE RECEIPT OF A COPY OF IT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN THE RELEASEES AND ME, AND I HAVE SIGNED IT OF MY OWN FREE WILL.

WITNESS:

_____ SIGNATURE:_____

PRINTED NAME:_____

DATE:_____

PART B – PARENT/GUARDIAN CONSENT (IF PARTICIPANT UNDER AGE 18)

I, the above-named child’s legal guardian, do hereby represent that I am, in fact, acting in such capacity, have been given the opportunity to explain to my child the aforementioned stipulated conditions and their ramifications, and I consent to his/her participation in the above-mentioned activities under the above-stipulated conditions.

I hereby do voluntarily release and discharge the Releasees, and duly authorized health care provider, and their respective members, trustees, officers, sponsors, licensors, boards, directors, employees and agents, for any and all suits, claims, actions, rights, demands, liability, damages, costs and expenses, of whatsoever kind or nature, arising out of or connected with, my child’s participation in the aforesaid activities and/or caused by the negligence of the aforementioned persons;

WITNESS:

_____ SIGNATURE:_____

PRINTED NAME:_____

DATE:_____