

# HARVEY'S LAKE ROWING CLUB

## DISCLOSURE, WAIVER AND RELEASE OF LIABILITY

This Disclosure, Waiver and Release of Liability is effective as of the date signed below by the undersigned **PARTICIPANT**, or in the event **PARTICIPANT** is under the age of 18, **PARTICIPANT's** parent and/or legal guardian ("**PARTICIPANT**"). **PARTICIPANT** hereby acknowledges and agrees to the following:

A. **PARTICIPANT** has been advised by the Harvey's Lake Rowing Club ("**HLRC**") that the **HLRC** is a not-for-profit private club established and maintained for the limited purpose of teaching and promoting the activity/sport of rowing and amateur competition associated with rowing, and forms of exercise and exertion typically associated with rowing, including, without limitation, rowing on land and/or water, running, weightlifting and other strenuous physical activities ("**Rowing Activities**").

B. **PARTICIPANT** has been advised that **Rowing Activities** involve significant risks and dangers of serious personal injury and death and that such risks may arise from **PARTICIPANT's** own actions but may also arise from **PARTICIPANT's** interactions with other persons, as well as **PARTICIPANT's** encounter with the physical environment in which the **Rowing Activities** are carried on, and also as the result of negligent acts by representatives of **HLRC**.

C. Having been provided with the information above, **PARTICIPANT** has been advised by **HLRC** that as a pre-condition to **PARTICIPANT's** participation in **HLRC's Rowing Activities**, **PARTICIPANT** must acknowledge and agree to the terms of this Disclosure, Waiver and Release of Liability. Based on this pre-condition, and in consideration of the opportunity to participate in the **HLRC Rowing Activities**, **PARTICIPANT** acknowledges and agrees as follows:

1. That **PARTICIPANT** understands the risks associated with **Rowing Activities**;
2. That **PARTICIPANT** fully assumes all such risks and accepts responsibility for all damages, costs, expenses or other losses that **PARTICIPANT** may or might suffer in connection with and/or as a result of **PARTICIPANT's** participation in the **HLRC Rowing Activities**;
3. That **PARTICIPANT** releases and forever discharges **HLRC**, its owners, directors, officers, employees, volunteers, agents and other representatives ("**Releasees**") from any and all liability, claims, demands, damages, costs, expenses or any form of loss whatsoever occurring to **PARTICIPANT** or caused or claimed to have been caused, in whole or in part, by the negligence of the **Releasees**, including, without limitation, negligent rescue activities.
4. That if, despite this disclosure, assumption of risk, and release of liability, **PARTICIPANT**, or anyone on **PARTICIPANT's** behalf, makes a claim against any of the **Releasees**, **PARTICIPANT** will indemnify, save and hold harmless each of **Releasees** from any and all claims, costs, losses, liability, and/or damages, including, without limitation, attorney's fees and litigation expenses which may arise as a result therefrom, to the fullest extent permitted by applicable law.

Intending to be legally bound, **PARTICIPANT** hereby executes this Disclosure, Waiver and Release of Liability Agreement to be effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

*(To be executed by Participant if 18 years of age or older, or by Participant's parent and/or legal guardian if Participant is under the age of 18.)*

### **PARTICIPANT:**

\_\_\_\_\_  
Witness

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_