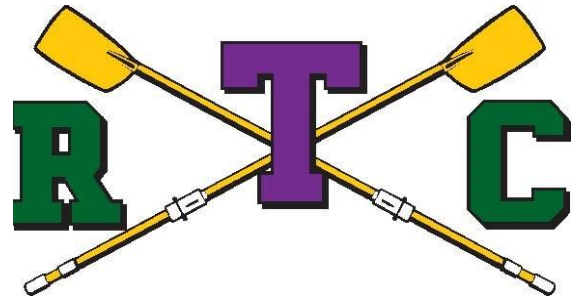


Tallahassee Rowing Club

2022 Waiver Form



IN CONSIDERATION of being given the opportunity to participate in any Tallahassee Rowing Club (hereinafter "TRC" or the "Club") activities and use TRC equipment during this calendar year, I, for myself, my personal representative, assigns, heirs, and next of kin:

- 1) 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.
- 2) FULLY UNDERSTAND that: (a) ROWING ACTIVITIES INVOLVE RISKS AND DANGERS of serious bodily injury, including permanent disability, paralysis 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 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.
- 3) 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 Club authority in charge of the Activity and will refuse to take part in the Activity until the condition has been corrected to my satisfaction.
- 4) AGREE that I have completed a US Rowing waiver, having joined USRowing by visiting membership.usrowing.org/.
- 5) HEREBY RELEASE, discharge, and covenant not to sue the Club, their administrators, directors, members, agents, officers, volunteers and employees; other participating training or regatta organizers; US Rowing, Inc.; Alfred B. Maclay Gardens State Park; any sponsors; advertisers; and if applicable, owners and lessors of equipment or premises on which the Activity takes place, (each considered one of the "Releasees" 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 Releasees 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 Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as a 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 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. I have also read the *TRC Equipment Guidelines*, *TRC Safety Guidelines*, and *Maclay Garden's Guidelines for Use of the Park By Crew Teams*, and understand the content in these documents. My signature on this document, whether the original document or a copy received via email, fax or any other electronic means, is valid as if it were an original signature.

PLEASE PRINT LEGIBLY

Printed Name of Participant

Date of Birth

USRowing Member #
(required)

Street Address, City, State, and Zip

Home Phone

Mobile Phone

Email Address

Participant's Signature

Date

Please forward the completed waiver form to:

Tallahassee Rowing Club, Inc.
1400 Village Square Boulevard
Suite 3-311
Tallahassee, FL 32312-1231