

2023 FORT COLLINS ROWING ASSOCIATION

WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK

IN CONSIDERATION of being given the opportunity to participate in and FORT COLLINS ROWING ASSN. INC. (FCRA) activities ("Activity") including scheduled, supervised club activities, rental activities and registered regattas, during the policy term 1/1/2023 – 12/31/2023, I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree and represent that I understand the nature of Rowing, Erging, Running, and general Fitness Training both on water and land based, and that I (or my minor child) _____, is qualified, in good health, and in proper physical condition to participate in such Activity.
2. AGREE AND WARRANT that I will examine and inspect each Activity in which I take part 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.
3. FULLY UNDERSTAND that: (a); ROWING, ERGING, RUNNING and FITNESS 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 (or my minor child's) 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 Releases names 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 incurred as a result of my or my minor child's participation in the Activity.
4. HEREBY GRANT to FCRA and their subcontractors (which includes employees, agents, successors, licensees and assigns), the irrevocable right and license to use my likeness as photographed and/or videotaped during any manner or media at any time in perpetuity, and to use my name and likeness therewith, including promotion in all media.
5. I HEREBY RELEASE, discharge, covenant not to sue USRowing, Fort Collins Rowing Association, Larimer County, their administrators, directors, agents, officers, volunteers and employees, other participating regatta organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises, on which the Activity takes place, (each considered one of the Releases 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; release and discharge them from any and all claims whatsoever in connection with the use of my (or my minor child's) image; 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, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any 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 I any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Printed Participant Name _____ DOB _____

Printed Name of Parent/Guardian _____

Address _____

Email _____ Phone _____

_____ Date _____

Signature of Participant or Parent/Guardian