

# 2023 CLEVELAND ROWING FOUNDATION ROWING WAIVER AND AFFIRMATION OF SWIMMING ABILITY

**\* Any individual rowing from the CRF boathouse must sign a waiver before rowing.**

IN CONSIDERATION of being given the opportunity to participate in any Cleveland Rowing Foundation (club) activities (Activity) or member organization/program, including scheduled, supervised club activities, and registered regattas, during the policy term 12/31/22 - 12/31/23, I, for myself, my personal representatives, 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; (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 Releasee 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 USRowing 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.

4. HEREBY RELEASE, discharge, and covenant not to sue USRowing, the Club (CRF) , the Regatta, 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 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 Releasee 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, to the fullest extent permitted by law.

5. **COVID-19 WAIVER:** The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The Cleveland Rowing Foundation ("CRF"), has put in place preventative measures to reduce the spread of COVID-19; however, CRF cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, engaging in any activity at CRF could increase your risk and your child(ren)'s risk of contracting COVID-19.

In consideration of I and/or my child(ren) being permitted onto CRF property and/or the use of its equipment or facilities, and/or the equipment and facilities of any member organization of CRF, or any other equipment stored at CRF, I agree that I am personally responsible for my safety and actions while at CRF premises, I agree to comply with all CRF policies and rules, including but not limited to all CRF policies, guidelines, signage, and instructions. Because CRF is open for use by other individuals, I recognize that I am at higher risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily and knowingly assume the risk that I and/or my child(ren) may be exposed to or infected by COVID-19 by engaging in any activity at CRF and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at CRF may result from the actions, omissions, or negligence of myself and others, including, but not limited to, CRF employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at CRF or participation in CRF activities ("Claims").

On my behalf, and on behalf of my children, my heirs, assigns, and representatives, and in consideration of I and/or my child(ren) being permitted onto CRF property and/or the use of its equipment or facilities, and/or the equipment and facilities of any member organization of CRF, or any other equipment stored at CRF, I hereby release, covenant not to sue, discharge, and hold harmless CRF, and its officers, directors, employees, agents, representatives, contractors, subcontractors and participants, and the heirs and assigns of any of the foregoing, its member organizations, their respective officers, directors, employees, agents, representatives, contractors, subcontractors, participants and the heirs and assigns of any of the foregoing, from any and all Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of CRF, and its officers, directors, employees, agents, representatives, contractors, subcontractors and participants, and the heirs and assigns of any of the foregoing, its member organizations, their

respective officers, directors, employees, agents, representatives, contractors, subcontractors, participants and the heirs and assigns whether a COVID-19 infection occurs before, during, or after participation in any program or activity at CRF.

I also affirm that I have the ability to (1) put on a PFD; (2) swim 50 yards; (3) tread water for 5 minutes.

**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.**

**Printed Name of Participant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Address of Participant:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Signature of Participant (only if age 18 or over):** \_\_\_\_\_

**PARENTAL CONSENT**

And I, the minor's parent and/or legal guardian, understand the nature of rowing activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue, and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releases from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or part by the operations, 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 Releases, 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.

**Printed Name of Parent/Guardian:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

**Parent /Guardian Signature (only if participant is under the age of 18):** \_\_\_\_\_