

Participant's Name (Print): _____ Date of Birth: _____

WAIVER, RELEASE OF LIABILITY, DUES, AND INDEMNIFICATION AGREEMENT

As a member of Gainesville Area Rowing, Inc. (the "Club"), participant or guest, and in consideration of being allowed to participate in Club activities, including scheduled and unscheduled activities, supervised and unsupervised activities, registered regattas, exercise activities, camps, any and all other activities of any nature related to the Club, and/or being provided with watercraft and/or water sport equipment, I, for myself and any minor children for whom I am parent, legal guardian or otherwise responsible, and for my/our heirs, next of kin, personal representatives or assigns, state and agree to the following:

I ACKNOWLEDGE, agree and represent I understand the nature of Rowing Activities, both water and land based, including conditioning and strength training exercises, and that I am qualified, in good health, and in proper physical condition to participate in such Activities.

I 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 coaching or participating in the Activity, the environment in which the Activity takes place, the condition of the equipment, or the negligence or fault 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, my children, or wards, incur as a result of participation in such Activities.

I, on my own behalf and on behalf of my spouse, children, personal representatives, assigns, heirs, and next of kin, HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Gainesville Area Rowing, Inc., the Friends of Gainesville Area Rowing, Inc., US Rowing, Florida Department of Children & Families, Agency for Persons with Disabilities, the Estate and Heirs of Gloria Ratliff, University of Florida Board of Trustees, other participating regatta or activity organizers, any sponsors or advertisers, the owners or lessors of the premises on which any Activity takes place, and all of the foregoing's administrators, directors, agents, officers, members, volunteers, employees, contractors and affiliates, (each stipulated and agreed to be a Releasee in this document) from any and all liability, claims, demands, losses or damages on my, my spouse's, child's or ward's account caused or alleged to be caused in whole or in part by the negligence, or gross negligence, of any Releasee. I further agree that if, despite this release and waiver of liability and assumption of risk, I, my spouse, child or ward, or anyone on our behalf, makes a claim against any of the Releasees, whether caused by the negligence of Releasee or otherwise, I WILL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS each of the Releasees from any litigation, including any judgment or settlement for any loss, liability, or damage, and including any and all litigation expenses, such as attorney fees, court costs, expert fees, or other cost which may be incurred as a result of such claim, to the fullest extent permitted by law.

In the event the Participant is a Minor, I represent and affirm I am the minor's parent and/or legal guardian, and understand the nature of rowing activities and the minor's experience, medical condition, and capabilities. I represent and affirm the minor to be qualified and capable to participate in such activities. I, on my own behalf and on behalf of my spouse, children, personal representatives, assigns, heirs, and next of kin, hereby release, discharge, and covenant not to sue the Releasees named above from any and all liability, claims, demands, losses, or damages caused or alleged to be caused in whole or part by the negligence of Releasee or otherwise. I further agree that if, despite this waiver and release, I, the minor, or anyone on the minor's behalf makes a claim against any of the Releasees, whether caused by the negligence of Releasee or otherwise, I WILL INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation, including any judgment or settlement for any loss, liability, or damage, and including any and all litigation expenses, such as attorney fees, court costs, expert fees, or other cost which may be incurred as a result of such claim, to the fullest extent permitted by law.

I have read this agreement and understand it is a WAIVER AND RELEASE OF LIABILITY. I fully understand its terms, understand I have given up substantial rights by signing it, and have signed it freely and without inducement or assurance of any nature. I intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree if any portion of this agreement is held to be invalid, the balance shall continue in full force and effect. Further, a copy or scanned image of this document shall be as valid as the original.

Permission For Medical Treatment of Minors: In the event a medical or emergency situation occurs, and neither I, nor the child's other parent, can be contacted, then I, as the parent and/or legal guardian of the minor participant, authorize and give my consent to Gainesville Area Rowing, Inc., through its officers and/or employees, to consent to emergency medical treatment and procedures, and to non-emergency non-invasive medical procedures. Further, I agree to assume all costs related to such treatment.

Image Release: I grant permission to Gainesville Area Rowing, Inc. the right to use for promotion, publication or other purposes, the name, face, likeness, voice, and appearance of myself, my child and/or my ward without reservation or limitation.

Payment of Dues: I agree to pay all dues, travel expenses, fundraising obligations, and other amounts invoiced by Gainesville Area Rowing, Inc. I agree to pay Gainesville Area Rowing, Inc.'s attorney's fees and costs necessary to collect any amounts due.

(document continued on next page)

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN¹

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE RELEASEES NAMED ABOVE USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASEES NAMED ABOVE IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASEES NAMED ABOVE HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Venue. I agree that in the event we/I pursue litigation seeking injunctive relief or other legal action against any of the Releasees such action shall be brought in the filed in Alachua County, Florida.

Date: _____

PRINTED NAME OF PARTICIPANT:

Address: _____

City, State: _____ Phone: _____

Participant's Signature (only if 18 or over)

(If Participant is under the age of 18)

PRINTED NAME OF PARENT OR GUARDIAN:

Address: _____

City, State: _____ Phone: _____

Parent/Guardian Signature (If Participant is under 18)

¹ In accordance with section 744.301, F.S.