

AQUATIC ACTIVITY RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT (“AGREEMENT”)

IN CONSIDERATION of being given the opportunity to participate in any way in any **BAIR ISLAND AQUATIC CENTER** (“Club”) activities (“Activity”) I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. **ACKNOWLEDGE**, agree, and represent that I understand the nature of Rowing and Paddling 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 AND PADDLING 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; and (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 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, their administrators, directors, agents, officers, members, volunteers, and employees, other participants, 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 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 the 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 affect.

PRINTED NAME OF PARTICIPANT _____

ADDRESS _____

PHONE _____ EMAIL _____ DATE _____

PARTICIPANTS SIGNATURE (age 18 or over) _____

PARTICIPANT IS A GUEST OF

- ___ Individual BIAC Member (provide name) _____
- ___ Team Program (provide contact) _____
- ___ Learn to Scull (provide contact) _____
- ___ General Single Day Use Visitor (provide contact) _____
- ___ Special Event (specify) _____

PARENTAL CONSENT

AND I, the minor’s parent and/or legal guardian, understand the nature of rowing and paddling 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 Releasees from all liability, claims, demands, losses, or damages on the minor’s account caused or alleged to be caused in whole or in part by the negligence of the releases as or otherwise, including negligent rescue 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 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.

PRINTED NAME OF PARENT/GUARDIAN _____

ADDRESS _____

PHONE _____ DATE _____

PARENT/GUARDIAN SIGNATURE _____

(only if participant is under the age of 18)