



Maine Coast Rowing Association

Release of Liability Waiver

IN CONSIDERATION of being given the opportunity to participate in any Maine Coast Rowing Association ("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 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 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 GRANT my specific permission to the Club and their directors, officers, employees, volunteers, regatta organizers, sponsors, advertisers, participants, agents, and assigns to make and/or obtain photographic images of me and to publish, copyright, distribute and/or display photographic images taken of me. I further waive the right to inspect and/or examine all photographs and/or written text to which the images may be applied before use. I also waive any and all rights and claims, including future rights and claims to such photographic images and any interest therein. I hereby release and discharge the Club, its directors, officers, employees, volunteers, regatta organizers, sponsors, advertisers, participants, patrons, agents, licensees, affiliates, and assigns from any and all liability by virtue of distortion, blurring, alteration, optical illusion, digital scanning and manipulation, and/or use in composite form, whether the same is intentional, or otherwise. I understand that the Club, its directors, officers, employees, volunteers, regatta organizers, sponsors, advertisers, participants, agents, and assigns may use any process or procedure resulting in the completion of the finished product for publication, display, copyright, or distribution.
5. HEREBY RELEASE, discharge, and covenant not to sue the Club, 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 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's 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.

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 intent 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: _____

Address: _____

Signature (only if age 18 or over): _____ Date: _____

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 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 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: _____

Parent/Guardian Signature: _____ Date: _____