



# ROW NEW JERSEY ATHLETE ERGOMETER LOAN AGREEMENT

Row New Jersey supports our athletes' at-home continued training as conditions necessitate. During the spring season "pause", where current spring rowing season registered athletes cannot attend organized training as a team, we would like to offer to loan an ergometer ("erg") from our current inventory. In order to borrow an erg, the following must be agreed upon by the signer:

- a. This application is relevant only to the Parent or Guardian of a **registered Athletes in Row New Jersey's Spring 2020 season, with the limit of one erg per family**
- b. **Ergs are expected to be returned in the same condition they are loaned**, and are available on a first come, first served basis. Requests can be emailed to Rob Welsh, Head Coach, and will be handled in the order they are received.
- c. **Return Due Date:** When athletes resume organized spring training, end of season, or when deemed necessary by Coach Welsh, whichever occurs first.
- d. We require a **credit card on file**, such that if there is equipment damage, or failure to return, the cost of repair or replacement will be incurred by the borrower.

I \_\_\_\_\_ (borrower) am borrowing an ergometer from Row New Jersey. I understand that it is my responsibility to pick up the equipment, and to return it to the same location at the end of my borrowing period unless otherwise agreed by both parties. I agree to return the equipment to staff of Row New Jersey in the same condition that it was received in when I borrowed it. I understand that there is no charge for use of the equipment. However, in the event that the equipment is lost, damaged or deemed inoperable by staff, while in my possession, I agree to cover any and all costs associated with the repair or replacement of the lost/damaged equipment.

Credit card # \_\_\_\_\_ Expiration # \_\_\_\_\_ 3/4 digit code: \_\_\_\_\_

**Nature of Risks:** I understand that participants in the Row NJ team will be taking part in activities (including but not limited to training, traveling to and/or attending ROW NJ related events) that may be rigorous, dangerous and involve certain unavoidable risks ("ROW NJ Activities"). I also understand that there is a risk of property loss or damage, illness or physical injury, including permanent disability and death, as a result of participating in ROW NJ Activities. I agree that while participating in ROW NJ Activities I, if I am 18 years old or older, and my child, if he/she is under 18 years of age, will exercise the highest standard of care and conduct himself/herself in a manner that is appropriate under the circumstances. **Waiver of Liability/Hold Harmless: IN CONSIDERATION FOR PARTICIPATING IN ROW NJ ACTIVITIES AND EVENTS AND BY SIGNING THIS LIABILITY WAIVER, I agree to assume all responsibility, for my safety and welfare if I am 18 years old or older and for my child's safety and welfare if they are under 18 years old, including all risk of injury or loss that may be incurred and that is associated with participating in ROW NJ Activities. I also agree on behalf of myself if I am 18 or older, on behalf of myself as a parent of a participant who is younger than 18 years old, my child's other parent or legal guardian if known or living, my child named herein, and our heirs, successors, assigns, executors, administrators, and legal representatives, to also hereby release and agree not to sue ROW NJ and/or its respective**



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employees, officers, agents, trustees, directors, volunteers, representatives, and assigns (the "Releasees") from any and all claims, rights, liability, allegation, judgment, cost, expense, reasonable attorney's fees, cause of action, loss or damage whatsoever, including, without limitation, death or injury to any person or damage to property, resulting from and/or arising out of my child's participation in ROW NJ Activities, even if due to the negligence of the Releasees. I further agree that, if I, my child's other parent or legal guardian if known or living, my child named herein, and our heirs, successors, assigns, executors, administrators, and legal representatives, bring any action or claim against the Releasees, then I will indemnify and hold harmless the Releasees from any and all liability, damages, costs of defense, legal fees and expenses incurred as a result of and in defending any such action or claim. In addition, I agree to indemnify and hold harmless the Releasees from any and all liability, damages, costs of defense, legal fees and expenses arising from my child's, or if I am 18 years or older my, actions or omissions while participating in ROW NJ Activities. Statement of Health: I hereby warrant that, to the best of my knowledge my child, or I if I am 18 years or older I, is/am in good health and able to participate in all ROW NJ Activities. (If this is not a true statement then please submit a signed statement indicating limitations and/or conditions of which ROW NJ should be aware). I further give my permission to ROW NJ to give consent on my behalf in the event of the need for the emergency administration of medical treatment which ROW NJ, in its sole discretion, believes to be necessary and appropriate, including, without limitation, treatment by trained First Aid personnel, EMTs, First Responders, Paramedics and Emergency Room Physicians. In consideration of ROW NJ permitting my child to participate in ROW NJ activities and programs, I, on behalf of myself and my child, hereby release, discharge and agree to indemnify and hold harmless ROW NJ and their officers, directors, employees, subcontractors, volunteers and agents from any and all claims, liabilities or causes of action arising out of such treatment and with respect to the exercise of its and their judgment in this regard. I further attest that I have disclosed all vital and important health information (allergies, medications and medical limitations on activities) which would be necessary for the proper care of my child. I agree to pay, and to assume responsibility, for all medical expenses incurred in the treatment of my child. By signing below, I certify that my participation in these activities and events is completely voluntary. I am acting of my own free will. I am not under the influence of alcohol or any other drug. I may cease to participate at any time. I am free to seek advice from independent legal counsel at my own expense prior to signing this document. I agree to the terms of this "Waiver and Permission Form." I have read the Parent and Rower Handbook in full including the sections related to General Information, Program Fees, Rules of Conduct, Safety Rules, Permission to Share Information and Media Release, and I understand and agree to all terms of that document as a condition of my participation in ROW NEW JERSEY club. I have read and agree to abide by the above Code of Conduct, including the Waiver of Liability and all other agreements and certifications above. I understand that violations of the Code of Conduct can lead to disciplinary action, up to and including cancellation of my membership without refund and exclusion from participation in club activities in the future.

