



Policy Name: Liability of Equipment Release Policy

Policy Number: LEQ201907

Adopted: 01/15/2016

Revised: 07/22/2019

Policy:

Release of Liability/Waiver

Season: _____

Equipment being used: _____

Student Athlete: _____

WHEREAS, Participant seeks to participate in rowing activities, on water and/or land-based, using Central Ohio Rowing equipment;

WHEREAS, Central Ohio Rowing supports the development of its participants in rowing activities;

THEREFORE, Participant understands, agrees, and states as follows:

1. Participant is a member of Central Ohio Rowing, and, as such, has signed the U.S. Rowing and Club Release of Liability;
2. This Addendum shall supplement, and not replace, the U.S. Rowing and Club Release of Liability, the terms of which are incorporated herein, including, but not limited to, the indemnification and hold harmless provisions therein;
3. Participant shall obtain permission from Central Ohio Rowing to use the Central Ohio Rowing boatyard and/or boat trailer;
4. Participant shall obtain permission from Central Ohio Rowing to use the dock and launch the boat;
5. Participant shall ensure that Participant has adult supervision when Participant is on the water, in the boathouse, or on land at all times;
6. Participant shall become familiar with and abide by the rules of the waterway and shall not undertake rowing activities until such time as he or she is knowledgeable of such rules;
7. Equipment is offered in an as-is condition. Any issues/defects with the equipment shall be reported in writing by Participant to Central Ohio Rowing within one (1) week of taking possession of said equipment. Any discrepancies reported after one week will be the responsibility of the Participant.
8. Participant shall maintain property and liability insurance on any equipment that Participant uses under the terms of this Waiver, and shall be responsible for any damage, beyond normal wear-and-tear, that occurs to the equipment being used;



9. Participant does hereby release, discharge, and covenant not to sue US Rowing, Central Ohio Rowing, 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 rowing 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 Participant further agrees that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, Participant, or anyone on my behalf, makes a claim against any of the Releasees, PARTICIPANT 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.

10. In the case of a summer erg rental, the fee is \$____ and the erg must be returned to Central Ohio Rowing by __/__/____.

Participant has read this agreement, fully understands its terms, understands that Participant has given up substantial rights by signing it and has 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.

Participant Name: _____
US Rowing #: _____
Address: _____
City: _____ State: **OH** Zip: _____
Phone Number: _____

By signing this Addendum, you acknowledge the above information is complete and accurate.

Parent/Guardian: _____
Date: _____

PARENTAL CONSENT – (If participant is under the age of 18)

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 and agree to abide by the provisions set forth above. 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 part by the negligence of the Releasees 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 Releasee, 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, to the fullest extent permitted by law.

By signing this Addendum, you acknowledge the above information is complete and accurate.

Parent/Guardian: _____
Date: _____
Student Athlete: _____
Date: _____