

# ROW NEW JERSEY PARTICIPATION WAIVER Masters Rowing Program



## LIABILITY WAIVER & ASSUMPTION OF RISK

### (Supplement to the ROW NEW JERSEY WAIVER OF LIABILITY)

Last Name: \_\_\_\_\_

First Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

I understand and hereby agree that rowing includes activities on land and on water (all of which are the “boating activities”) that involve certain risks and dangers incidental thereto. Risks include, but are not limited to, injury from collision with another vessel or stationary objects and from the malfunctioning of equipment and injury or drowning, as a result of capsizing or being swamped by waves from passing vessels or adverse weather. Such risks are increased when the air or water temperature is low creating the risk of hypothermia. I also understand that the physical exertion of the boating activities, including the carrying of boats in and out of water, can result in injury or death. I understand that the inherent nature of being around the water and boats has risks such as slippery docks. I further agree and acknowledge for myself that:

**\* I am responsible for being medically fit to engage in the activity of rowing and I confirm that I am proficient in swimming and can, while clothed in exercise clothing (minimally long-legged exercise pants and t-shirt), tread water or stay afloat for five minutes, put on a life jacket while treading water, and swim at least 50 yards without stopping, all without a life jacket.**

**\* I am in good health and do not suffer from a heart condition or other ailment that could be exacerbated by the exertion involved in the sport.**

**\* I agree to be bound by the rules established by Row New Jersey.**

In spite of and fully understanding such risks and other risks not expressly stated I wish to participate in the boating activities at the Row New Jersey facility and with Row New Jersey at other facilities and hereby assume all the risks of doing so.

In consideration of Row New Jersey agreeing to allow me to participate in the boating activities accompanied or unaccompanied (meaning with or without a safety/coach boat), using Row New Jersey’s or my own equipment and permitting use of Row New Jersey’s facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree not to hold Row New Jersey, their directors, officers, employees, agents, coaches, independent contractors, subcontractors and Row New Jersey’s Participation Waiver representatives, all of whom are herein after referred to as the “Releasees”, liable for my personal injury, death, and/or property loss, and;

TO WAIVE ANY AND ALL CLAIMS THAT I HAVE OR MAY HAVE IN THE FUTURE AGAINST THE RELEASEES AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage expense or injury including death that I may suffer or that my kin may suffer as a result of my participation in the boating activities, on land or on water, due to any cause whatsoever, including NEGLIGENCE, BREACH OF CONTRACT, BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE STANDARD OR STATUTE ON THE PART OF THE RELEASEES AND FURTHER, INCLUDING FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD AND PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE BOATING ACTIVITIES REFERRED TO ABOVE.

I agree to hold harmless and to indemnify the Releasees from any and all liability for any property damage or personal injury to any third party resulting from my participation in the boating activities. I agree that this agreement shall be binding upon my heirs, next of kin, executors, administrators and assigns in the event of my death. In entering into this agreement, I am not relying on an oral or written representation or statements made by the Releasees with respect to the safety of the boating activities other than as set forth in this agreement.

The terms of this Liability Waiver and Assumption of Risk Supplement supersede any same or similar language contained in the ROW NEW JERSEY WAIVER OF LIABILITY.

I have read and understood this agreement and I am aware that by signing this agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, and assigns may have against the Releasees.

Signed this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

Name: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Season: \_\_\_\_\_