NOANK ROWING noankrowing.org • PO Box 296, Mystic, CT, 06355

Release of Liability

IN CONSIDERATION for being trained in rowing and rowing-related activities,

- 1. I 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. I 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 other participating in the Activity, the condition in which the Activity takes place, or the negligence of the Release 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. I AGREE AND WARRANT that I will examine and inspect each Activity in which I take part 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. I HEREBY RELEASE, discharge, and covenant not to sue Friends of Fitch Crew dba Noank Rowing Club, 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 Release 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 a result of such claim, to the fullest extent permitted by law.

I further agree that participation in any publication and website produced by Noank Rowing Club confers no rights of ownership whatsoever. I release Noank Rowing Club, its contractors and its employees from liability for any claims by me or any third party in connection with my participation or the participation of the undersigned minor children.

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 is any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue is full force and effect

| continue is full force and e | effect. |
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| Please print: Name of Participant: | |
| Date of Birth: | |
| Address: | |
| City: | State: Zip: |
| Phone: | (cell/home) Date: |
| E-mail: | |
| Participant's Signature: | |
| Parental Consent (if participant is under th | ne age of 18). |
| the nature of rowing activity capabilities and believe the participate in such activity covenant not to sue, and A hold harmless each of the demands, losses, or damagor alleged to be caused in the Releasees or otherwise operations, and further agriche minor, or anyone on the against any of the above R SAVE, AND HOLD HAR from any litigation expensions, and further agrichemany litigation expensions and further agrichemany litigation expensions. | I thereby release, discharge, gree to indemnify and save and Releasees from all liability, claims, ges on the minor's account caused whole or part by the negligence of e, including negligent rescue ee that if, despites this release, I, e minor's behalf makes a claim eleasee, I WILL INDEMNIFY, RMLESS each of the Releasees es, attorney fees, loss, liability, ncur as the result of any such claim, |
| Address (if different): | |
| City: | State: Zip: |
| Phone: | (cell/home) Date: |
| E-mail: Parent / Guardian Signat (only if participant is und Signature: | ler the age of 18): |
| | |

(Please check) I HEREBY AUTHORIZE Friends of Fitch Crew dba Noank Rowing Club to publish photographs and videos taken of me and/or the above signed minor children, and our names, for use in the Noank Rowing Club's printed publications, website, social media, presentations, public relations, news media and other collateral. I acknowledge that neither the minor children nor I will receive financial compensation.