

VESPER BOAT CLUB
ACCIDENT WAIVER AND RELEASE FROM LIABILITY

PRINTED NAME OF PARTICIPANT AGE SIGNATURE DATE

I acknowledge that participation in sculling or rowing (the "activity") is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, body of water, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic on and off the water, actions of other people including, but not limited to participants, volunteers, and instructors. I hereby assume all of the risks for participating in the activity. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault.

I certify that I am a good swimmer capable of swimming 100 yards, that I am physically fit, that I have sufficiently trained for participation in this activity, and that I have not been advised to not participate in this activity by a qualified medical person.

I acknowledge that the agents of the activity will use this Accident Waiver and Release of Liability (AWRL) form and that it will govern my action and responsibilities at said activity.

In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors and assigns as follows: (A) WAIVE, RELEASE AND DISCHARGE VESPER BOAT CLUB INC. AND ITS DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES AND AGENTS FROM ANY AND ALL LIABILITY FOR MY DEATH, DISABILITY, PERSONAL INJURY, PROPERTY DAMAGE, PROPERTY THEFT OR ACTIONS OF ANY KIND WHICH MAY HEREAFTER ACCRUE TO ME INCLUDING MY TRAVELING TO AND FROM THIS ACTIVITY; (B) INDEMNIFY AND HOLD HARMLESS VESPER BOAT CLUB INC. AND ITS OFFICERS, DIRECTORS AND AGENTS FROM ANY AND ALL LOSS, LIABILITY OR CLAIM, WHETHER FOR PROPERTY DAMAGE OR PERSONAL INJURIES, ARISING FROM OR IN CONNECTION WITH MY OR MY FAMILY'S USE OF VESPER BOAT CLUB AND PARTICIPATION IN ACTIVITIES ASSOCIATED THEREWITH, WHETHER OR NOT INVOLVING THE PARTIAL OR CONCURRENT NEGLIGENCE OF VESPER BOAT CLUB'S OFFICERS, DIRECTORS OR AGENTS.

I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident and or illness during this activity.

I understand that during instruction or related activities, I may be photographed. I agree to allow my photo, video or film likeness to be used for any social, instructional, or Club promotional purpose by Vesper Boat Club personnel. I must specifically release any use by other persons in writing.

This AWRL shall be construed broadly to provide a release and waiver to the maximum extent under applicable law. I hereby certify that I have read this document, that I have had an opportunity to have it reviewed by counsel, and that I understand its content.

PARENT / GUARDIAN WAIVER FOR MINORS (less than 19 years old)

The undersigned parent and natural guardian, or legal guardian, does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian. (If under 19 years old, parent or guardian must sign below.)

PRINTED NAME OF PARENT/GUARDIAN AGE SIGNATURE DATE
