



PALMETTO ROWING CLUB

CONSENT AND RELEASE FROM LIABILITY FORM

Activity, as used herein, shall include any organized, supervised or authorized rowing activities, on or off the water, in which a member or guest of Palmetto Rowing Club (PRC) or an affiliated group may engage.

INSTRUCTIONS

1. Persons age 18 and over, complete PART A only.
2. Persons under age 18 must complete PART A and have parent or guardian complete PART B.

PART A – CONSENT AND RELEASE FROM LIABILITY

I agree to abide by and be bound by the statements and representations below pertaining to my membership, or my participation if not a member, in activities of the Palmetto Rowing Club.

1. I currently have no known physical or mental condition that would impair my capability for full participation in rowing activities as intended and expected of me. I further agree to notify an officer or director of PRC of any change in my condition which might affect my ability to participate safely.
2. I am able to successfully meet the floating and swimming requirements of the PRC Water Safety Test (float, tread water or swim in place for five minutes immediately followed by swimming a distance of 50 meters) and I am capable of maneuvering freely in rapidly flowing waters.
3. I understand and appreciate that participation in rowing activities, despite all reasonable precautions implemented for my safety as a participant, carries a risk of serious injury, including permanent disability, illness, paralysis and death (“Risks and Dangers”). These Risks and Dangers may be caused by my own actions or inactions, the actions or inactions of others participating, the conditions in which the rowing activities take place, or the negligence of the Releasees named below. In addition, there may be other risks and social or economic losses that may be incurred by me which are either not known to me or readily foreseeable at this time.
4. I fully accept and assume all such Risks and Dangers and all responsibility for losses, costs and damages as a result of my participation in PRC rowing and related activities.
5. I hereby release, discharge and forever waive any causes of actions, suits, claims and demands whatsoever, including deemed negligent rescue operations, in law or in equity, which I may have or which my heirs, executors or administrator may hereafter have against PRC, US Rowing, or any of their officers, directors, governors or advisors, any affiliated group or any individual or entity holding legal title to any property or premises upon which organized rowing and club related activities are conducted (each considered one of the “Releasees” herein), or any PRC or US Rowing sanctioned event, excepting any causes of actions of claims resulting from gross negligence. I

understand that this will preclude me from suing in the event I am accidentally injured. I further agree that if, despite this release and waiver of liability and assumption of risk, 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.

6. I agree to abide by the general rules of conduct prescribed by PRC for participation in their rowing and club related activities.
7. I agree to assume financial responsibility for any health, accident or any other personal loss incurred while participating in or as a result of rowing activities that are not covered by my insurance and other insurance coverage that may be provided to all participants in these activities.

Name (Please Print) _____
DOB _____
Address _____
City _____ State _____ ZIP _____
e-mail _____
Telephone _____
Cell Phone _____

Signature _____
Date _____

PART B: PARENTAL/ LEGAL GUARDIAN CONSENT AND RELEASE FROM LIABILITY:

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 the rowing activities and to understand and abide by the Safety Rules for Participants. I hereby release, discharge, covenant not to sue, and AGREE TO INDEMNIFY 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 in 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 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 Releasee may incur as the result of any such claim to the fullest extent permitted by law.

Name (Please Print) _____
Address _____
City _____ State _____ ZIP _____
e-mail _____

Signature _____
Date _____