

Cambridge Rindge and Latin School Rowing

CBC RELEASE AND WAIVER

This is a legally binding release in which I, the undersigned, agree to waive any and all claims that I, my heirs, my next of kin, and my personal representatives have or may in the future have against Cambridge Boat Club ("CBC") and others identified herein arising from participation in CRLS rowing-related activities, described below.

In CONSIDERATION of the opportunity provided by CBC to me as a participant in Cambridge Rindge and Latin School ("CRLS") Rowing to:

- Use facilities, equipment, and other assistance provided, including but not limited to rowing equipment, launches, exercise equipment, docks, grounds, and buildings ("Equipment," "Grounds," or "Equipment and Grounds"),
- Participate in any CRLS rowing activities, including but not limited to rowing and boating, social events, and volunteer opportunities, whether or not supervised or unsupervised, scheduled or unscheduled, on the water or on land, and including but not limited to any other activities in furtherance of CRLS rowing or its mission ("Activities"), and
- Store and use personal and CRLS property on or near Club Grounds, including rowing equipment (shells and oars), and other personal property ("Personal Property"),

I, on behalf of myself or, as the parent or legal guardian of the individual identified below who is under eighteen years of age, HEREBY ACKNOWLEDGE, agree and represent that I am qualified, in good health, and in proper physical condition to participate in such Activities and use such Equipment and Grounds according to the terms of the Agreement between CBC and the City of Cambridge;

I FULLY UNDERSTAND that

- participating in ACTIVITIES, using EQUIPMENT AND GROUNDS, and storing and using personal property may involve the risk of serious bodily injury and property damage, including temporary or permanent illness or disability, paralysis, death and damage to Personal Property ("Risks and Dangers");
- these Risks and Dangers may be caused by
 - my own actions, or inactions,
 - the actions or inactions of others,
 - the condition of Equipment and Grounds in which Activities take place,
 - physical and environmental conditions, including inclement weather, collisions and capsizing, physical and natural hazards,
 - or the negligence of the Releasees named or referred to below who are engaged in Club-related duties,
- there may be other risks either not known to me or not readily foreseeable at this time, and

I FULLY AND VOLUNTARILY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I may incur as a result of my participation in Activities, use of Equipment and Grounds, and storage and use of my Personal Property on or near Grounds.

I HEREBY RELEASE, waive, discharge and covenant not to sue Cambridge Boat Club, its directors, officers, volunteers, employees, administrators, assigns, and contractors, who are engaged in Club-related duties (all of the preceding shall be referred to herein as "Releasees"). I hereby waive any and all claims, demands, losses or damages of any name and nature whatsoever that I have now or in the future may have against Releasees, whenever occurring,

at law or in equity, caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including any claims arising from travel to or from regattas or other CRLS rowing Activities. I further agree that I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, demand, damage, or cost which any Releasee may incur as a result of such claim, to the fullest extent permitted by law.

I have read the entire Agreement above. I fully understand all of the terms of this Release, and I agree to be bound by all of its terms. I have signed (whether by hand or electronically) this Release knowingly and voluntarily, and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. I agree that if any portion of this agreement is held to be invalid, the remaining portions shall continue in full force and effect.

I represent that I have full legal authority to execute this release on behalf of myself and the party or parties listed below.

All CRLS rowing participants:

I agree to abide by the rules and policies of the CPS/CPS Facilities Use Agreement, as it may be updated from time to time.

_____ (Initial here)

THIS IS A RELEASE OF YOUR RIGHTS. READ CAREFULLY AND UNDERSTAND BEFORE SIGNING.

(If participant is OVER 18 years of age)

Full (legal) name _____

Address _____

Phone number _____

Signature _____ **Date** _____

(If participant is UNDER 18 years of age)

Child's full (legal) name _____

Parent's full (legal) name _____

Address _____

Phone number _____

Parent's signature _____ **Date** _____