



WAIVER AND RELEASE

PARTICIPANT INFORMATION

PLEASE PRINT ALL INFORMATION

FIRST NAME	LAST NAME	DATE:
ADDRESS	CITY	STATE
HOME PH.	MOBILE PH.	EMAIL
SEX	DATE OF BIRTH	HEIGHT
EMERGENCY CONTACT NAME	PHONE	RELATIONSHIP

PHOTO/VIDEO RELEASE: Participants involved in any activities offered by TriStar Rowing (Club) may be photographed or videotaped during training, Club events, regattas, and at other Club sponsored activities. The undersigned hereby consents to the use of these photographs and/or videos without compensation, on the Club website or in any editorial, promotional or advertising material produced and/or published by the Club.

Participant Initials: _____, On behalf of a minor - Initials: _____

EXPRESS ASSUMPTION OF RISK: I fully understand that: (a) physical training and rowing (Activity) involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death and property damage (Risks); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the Releasees 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 willingly accept and assume all such risks that I am exposing myself and full responsibility for any losses, costs, damages, injury or death, (whether to myself, other persons or property damage) I incur as a result of my participation in the Activity.

Participant Initials: _____, On behalf of a minor - Initials: _____

RELEASE: In Consideration of being given the opportunity to participate in any Club Activity as defined above, I, for myself, my personal representatives, assigns, heirs, and next of kin:

ACKNOWLEDGE, agree and represent that I understand the risks and hazards of the Activity, both water and land based. I am willingly and voluntarily participating in the activities and that I am qualified, in good health and in proper physical condition to participate in such Activity offered by Club at the main building or abroad. This includes but is not limited to parks, recreational areas, playgrounds, and/or any area selected for training by the Club.

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 until the condition has been corrected to my satisfaction.

HEREBY RELEASE, discharge, and covenant not to sue USRowing, TriStar Rowing, Crossfit Pistol Creek Gym, their administrators, directors, agents, officers, volunteers, employees, other participating regatta organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place (each is considered one of the Releasees herein), from all liability, claims, demands, losses, or damages (including those for bodily injury, death, or property damage) on my account caused, alleged to be caused, resulting from or arising from, in whole or in part, the negligence of the Releasees 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.

INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, including, attorney fees and costs, loss, liability, damage, or cost which any may occur as a result of or arising from such claim. Therefore the participant accepts financial responsibility for any injury that the participant may cause either to him/herself or to any other participant due to his/her negligence. Should the above mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs.

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 IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PARTICIPANT SIGNATURE _____ DATE _____

PARENT/GUARDIAN CONSENT (If participant is under age 18): I hereby grant permission for my minor child to participate in any organized, supervised or authorized Club Activities, as used herein, which a member, rower or guest of the Club or an affiliated group may engage in. AND I, the minor's parent and/or legal guardian, understand the nature of the Activity and the minor's experience and capabilities and believe the minor to be qualified to participate. I hereby release, discharge, covenant not to sue, and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees as aforementioned.

I ACKNOWLEDGE this activity includes on the water training and that the participant has the ability to tread water/float 10 min, swim at least fifty yards and he/she has no physical or health condition that would prevent his/her participation in Activities.

Participant Initials: _____, On behalf of a minor - Initials: _____

SIGNATURE of PARENT/GUARDIAN _____ DATE _____

PRINT NAME of PARENT/GUARDIAN _____