

**Los Angeles Rowing Club  
Waiver**

IN CONSIDERATION for being given the opportunity to participate in Los Angeles Rowing Club, Inc. (hereinafter "LARC") activities ("Activity") I, for myself, my personal representatives, assigns, heirs, and next of kin:

ACKNOWLEDGE, agree and represent that I understand the nature of rowing activities, both on water and land based; that I am qualified, in good health, and in proper physical condition to participate in such activity; and that I am a qualified and competent swimmer.

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 others participating in the Activity, the condition in which the Activity takes place, or the negligence of the Releases names 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.

AGREE AND WARRANT that I will examine and inspect each Activity in which I take part as a member of LARC 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.

HEREBY RELEASE, discharge, and covenant not to sue LARC, its officers, directors, members, volunteers, employees, or agents (hereinafter "Releasees") from all liability, claims, demands, losses or damages caused or alleged to be caused in whole or in part by the negligence or other alleged wrongful act or omission on the part of the Releasees, including, BUT NOT LIMITED TO negligence in the operation, supervision, or maintenance of equipment and premises, and equipment failure, whether on the water or off. 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 DEFEND, INDEMNIFY, AND HOLD HARMLESS each of the Releasees, from any litigation expenses, attorney's fees, loss, liability, damage, or cost which any may incur as a result of such claim.

By my signature below, I warrant that: (1) I have read this agreement and fully understand its terms and the fact that I will be giving up substantial rights; (2) I have signed this agreement freely and without inducement or assurances of any nature (3) I intend for this to be a complete and unconditional release of all liability to the greatest extent allowed by law; (4) that if any portion of this agreement is held to be invalid, the remainder shall continue in full force and effect; and (5) that this waiver cannot be revoked except in writing presented to an officer of LARC and that any such written revocation shall apply only to incidents giving rise to claims which occur after the date of receipt by the officer.

**Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_ **Phone:** \_\_\_\_\_

**e-mail:** \_\_\_\_\_

**Signature (only if age 18 or over)**

\_\_\_\_\_

**PARENTAL CONSENT**

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 such activity. I hereby release, discharge, covenant not to sue, and **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** each of the Releasees from all liability, claims, demands, losses, or damages caused or alleged to be caused in whole or in part by the negligence or other alleged wrongful act or omission on the part of the minor or the Releasees, including, **BUT NOT LIMITED TO** negligence in the operation, supervision, or maintenance of equipment and premises, and equipment failure, whether on the water or off. 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 DEFEND, INDEMNIFY, AND HOLD HARMLESS** each of the Releasees, from any litigation expenses, attorney's fees, loss, liability, damage, or cost which any may incur as a result of such claim.

**Printed Name of Parent/Guardian:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_ **Phone:** \_\_\_\_\_

**Parent/Guardian Signature (only if participant is under the age of 18):**

\_\_\_\_\_