

NEW ENGLAND INTERSCHOLASTIC ROWING ASSOCIATION

Rowing Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement ("Agreement")

IN CONSIDERATION of being given the opportunity to participate in any way in any NEW ENGLAND INTERSCHOLASTIC ROWING ASSOCIATION ("NEIRA") activities ("Activity") until the end of 2010 calendar year, I for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of Rowing Activities, both on water and land-based, and that I am qualified, in good health, and in proper physical condition to participate in such Activity.

2. 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 conditions in which the Activity takes place, or the negligence of the Releasees named below; (c) there may be other risks and social or 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;

3. AGREE AND WARRANT that I will examine and inspect each NEIRA Rowing 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 in the Activity until the condition has been corrected to my satisfaction;

4. HEREBY RELEASE, discharge, and covenant not to sue USROWING, the NEIRA, their administrators, directors, agents, officers, volunteers, and employees, other participants, regatta organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place (each considered on of the Releasees herein) from all liability, claims, demands, losses, or damages on my 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 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 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 the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING AND HAVE SIGNED FREELY 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.

Printed Name of Participant: _____ Phone: _____

Street, City, State, and

Zip: _____

Participant's Signature (if over 18 years of age): _____ Date: ____/____/____

Signature of Parent or Legal Guardian (if child is under 18 years) _____ Date ____/____/____

NOTE: Schools with valid in loco parentis agreements, may have a representative, such as an administrator or coach, sign above.

NAME OF CREW: _____ (circle one) Boys Girls 1st
2nd 3rd 4th

SEAT: _____