

2023 Fort Worth Rowing Club Waiver

In consideration of the services of Fort Worth Rowing Club, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "FWRC"), I hereby agree to release, indemnify, and discharge FWRC, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows during the term 01/01/2022 – 03/31/2023:

1. I acknowledge that rowing entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: your boat could turn over and/or you could have to swim risking entanglement in trees; exposure to the natural elements can be uncomfortable and/or harmful; you should be aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps; also prolonged exposure to cold water can result in hypothermia; exposure to potentially dangerous wildlife, insects, plants; and accidental drowning is also a possibility.
2. Furthermore, FWRC coaches and volunteers have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.
3. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless FWRC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of FWRC's equipment or facilities, including any such Claims which allege negligent acts or omissions of FWRC.
5. Should FWRC or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume - and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
7. I certify that I am capable of treading water for a minimum of two minutes and swimming a minimum of 100 meters unassisted by others or a floatation device.
8. In the event that I file a lawsuit against FWRC, I agree to do so solely in the state of Texas, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
9. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against FWRC on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document.

I have read and understand the waiver, and I agree to be bound by its terms.

Full Name *

First Name Last Name

Address *

Street Address

Street Address Line 2

City

State / Province

Preferred Phone Number *

Select phone type:

Date of Birth: *

Month Day Year

I am a: *

- FWRC Member
- TCU Rowing Member
- Student
- Guest

I am a guest of:

By signing here, you are consenting to the use of your electronic signature in lieu of an original signature on paper. You have the right to request that you sign a paper copy instead. By signing here, you are waiving that right. After consent, you may, upon written request to us, obtain a paper copy of an electronic record. No fee will be charged for such copy and no special hardware or software is required to view it. Your agreement to use an electronic signature with us for any documents will continue until such time as you notify us in writing that you no longer wish to use an electronic signature. There is no penalty for withdrawing your consent. You should always make sure that we have a current email address in order to contact you regarding any changes, if necessary.

Date: *

Day Year

E-mail: *

example@example.com

Email addresses are used solely for the purpose of FWRC communications. FWRC Members and Students are automatically added to the Club's email roster. Guests are not added to the email roster, unless otherwise requested. If at any time you would like to be removed from our mailing list, you may send your request to FortWorthRowingClub@gmail.com OR Membership_Chm@fortworthrowing.com

Yes, please add me to the FWRC mailing list

No, I don't use email. Please contact me by: