

## Fort Worth Rowing Club Waiver 2022

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 1/1/2022 - 3/31/2023

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. Safety is their primary concern, but they are not infallible. They might not be fully aware of a participant's fitness level or abilities. Unexpected, or unexpectedly severe weather can catch them by surprise just as it can anyone else. They may need to focus on a struggling rower and be unable to give adequate warnings or instructions, and the equipment being used might malfunction. Every attempt will be made to ensure rowers know how to react when situations like these arise.
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 understood it, and I agree to be bound by its terms.

Signature of Participant \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Phone: \_\_\_\_\_ (Optional)  
(CIRCLE ONE: home / work / cell) Alt Phone: \_\_\_\_\_ (CIRCLE ONE: home / work / cell)

E-Mail: \_\_\_\_\_ \*

I am a:  FWRC Member/Student  Guest ( *Please add me to the FWRC mailing list*)

\*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 [Membership\\_Chm@fortworthrowing.org](mailto:Membership_Chm@fortworthrowing.org)

### PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by FWRC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless FWRC from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_