

Hampton Roads Row for the Cure Waiver Form

IN CONSIDERATION of being given the opportunity to participate in the Row for the Cure (RFTC) I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of indoor rowing activities, I am qualified, in good health, and in proper physical condition to participate in such event.

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 may be caused by my own actions, or inaction's, the actions of others participating in the Erg Pull, the condition in which the Erg Pull 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 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 event.

3. AGREE AND WARRANT that I will examine and inspect each "event" 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 Erg Pull and will refuse to take part in the Erg Pull until the condition has been corrected to my satisfaction.

4. HEREBY RELEASE, discharge, and covenant not to sue Hampton Roads Rowing Club, USRowing, The Susan G. Komen Breast Cancer Foundation, Inc. dba Susan G. Komen for the Cure." and the Tidewater Affiliate of Susan G. Komen for the Cure, their administrators, directors, agents, officers, volunteers and employees, and other participants, event organizers, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the event take (each considered one 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. 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 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 induction 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.

Printed name of Participant:

Street: _____

City State and ZIP: _____

Phone: _____

Participant's Signature (only if age 18 or over):

Date: _____

Parental Consent

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

Date: _____