

Cape Fear River Rowing Club Application/Waiver Form

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home phone: \_\_\_\_\_ Work phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

IN CONSIDERATION of being given the opportunity to participate in any Cape Fear River Rowing Club (CFRRC) Activity, including scheduled, supervised club rows, classes, and registered regattas, until the end of this 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, 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 condition in which the Activity takes place, or the negligence of the Releasee named below;

(c.) there may be other Risks or social and economic losses either unknown to me, CFRRC members, or event participants or not readily foreseeable at this time;

3. FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITIES FOR ALL LOSSES, COSTS, and DAMAGES I incur as a result of my participation in CFRRC Activities;

4. AGREE AND WARRANT for each CFRRC Activity in which I take part, that if I observe any condition or Activity which I consider to be physically hazardous or dangerous, or that will damage CFRRC facilities and/or equipment, I will notify the proper authority 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 CFRCC, Wilmington Marine Center, their administrators, directors, agents, officers, employees, members, volunteers, other participating regatta organizers, any sponsors, advertisers, and if applicable, owners, lessors or lessees, of premises on which the Activity takes place, (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 Releasee 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 a result of such claim, to the fullest extent permitted by law.

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 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.

Participant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_