

# Portland Community Rowing Association Participation Waiver

Please Print Clearly

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

Printed Name of Participant: \_\_\_\_\_

Address: \_\_\_\_\_ City, St., Zip: \_\_\_\_\_

(W)Phone: \_\_\_\_\_ (H)Phone: \_\_\_\_\_

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

Allergies: \_\_\_\_\_

Physical Limitations: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Emergency Phone: \_\_\_\_\_

**I WARRANT that I can swim and can remain afloat for 5 minutes, swim 50' and put on a life vest. \_\_\_\_\_ Initials**

IN CONSIDERATION of being given the opportunity to participate in any Portland Community Rowing Association ("PCRA") activity including all scheduled, supervised PCRA activities, during the policy term 05/01/09-10/31/09 I, for myself, my personal representatives, heirs and next of kin:

1. ACKNOWLEDGE, agree and represent that I understand the nature of Rowing Activities, both on the 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 condition in which the Activity takes place, or negligence of the Releasee named below; (c.) there may be other risks and social and 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 PCRA Activity in which I take part in 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 the PCRA, its officers', directors', members or employees, the City of Portland and all of their officers, agents and employees 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 a claim, to the fullest extent permitted by law.

I have read this agreement, fully understand it's terms, understand that I have given up substantial rights by signing it and have signed it freely and without 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:** \_\_\_\_\_

PARENTAL CONSENT (if participant is under age of 18).

AND I, the minor's parent and/or legal guardian, understand the nature of rowing activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue, and AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage or cost any may incur as the result of any such claim, to the fullest extent permitted by law.

**Printed Name of Parent/Guardian:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_