



STAR ROWING CENTER, LLC WAIVER AND RELEASE

In consideration of Star Rowing Center, LLC (the "Center") giving me the opportunity to participate in rowing classes, training and competitions sponsored by the Center (the "Rowing Activities"), I, for myself, my personal representatives, and assigns do hereby acknowledge, represent and agree as follows.

1. I understand the nature of Rowing Activities. I am qualified, in good health and in proper physical condition to participate in Rowing Activities. I understand that ROWING ACTIVITIES ARE VIGOROUS AND STRENUOUS and that maneuvering watercraft on a river requires constant attentiveness to my surroundings and changing conditions. I will not participate in Rowing Activities if I am under the influence of illegal drugs, alcohol or any prescribed medication that impairs my focus or alertness. The Center reserves the right to prohibit me from participating in Rowing Activities if I appear to be physically or mentally impaired by any substance.

2. I understand that: (A) ROWING ACTIVITIES INVOLVE RISKS AND DANGERS of serious bodily injury, including permanent disability, drowning, paralysis and death; (B) the risks and dangers may be caused by own acts or omissions or by the acts and omissions of others, such as the operators of other watercraft; (C) the risks and dangers may arise out of weather conditions (such as fog, rain or wind), water currents, waves, wakes, submerged obstructions, floating debris and other river conditions; and (D) there may be other risks and social and economic losses that are not presently known or readily foreseeable to me. I VOLUNTARILY ACCEPT AND ASSUME ALL SUCH RISKS AND DANGERS AND ALL RESPONSIBILITY FOR COSTS AND DAMAGES that I incur as a result to participating in Rowing Activities.

3. I will examine and inspect the equipment assigned to me before taking part in any Rowing Activity. If I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the individual supervising the Rowing Activity and I will not participate in the Rowing Activity until the condition has been corrected to my satisfaction.

4. I release, discharge and covenant not to sue the Center, its members, managers, employees and volunteers, participating regatta organizers, sponsors, advertisers and the owners and lessors of premises on which Rowing Activities take place (each a "Releasee") from all liability claims, demands losses and damages caused in whole or in part by the negligent acts or omissions of the Releasees, or otherwise, including, without limitation, negligent rescue operations. I further agree that if, despite this Release and Waiver, I or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify and hold harmless each of the Releasees from any litigation expenses, attorneys' fees, losses, liability, damage or costs which the Releasee may incur as a result of such claim.

SWIMMING STATEMENT: I certify that _____ is a competent swimmer and has passed basic swimming proficiency tests given by the American Red Cross, YMCA or other qualified organization.

PHOTO RELEASE: I grant permission to the Center to use my / my child's (*circle one*) likeness, photograph(s) and digital and video images in any and all publications, advertising, promotion and marketing materials, social media, print media and on the Center's website.

I HAVE READ THIS WAIVER AND RELEASE, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE SIGNED THIS WAIVER AND RELEASE VOLUNTARILY, OF MY OWN FREE WILL, AND WITHOUT COERCION OR INTIMIDATION OF ANY KIND. I INTEND THIS TO BE A COMPLETE AND UNCONDITIONAL WAIVER AND RELEASE OF ALL CLAIMS AND LIABILITY TO THE FULLEST EXTENT ALLOWED BY LAW. IF ANY PORTION OF THIS WAIVER AND RELEASE IS HELD TO BE INVALID, THE REMAINDER OF THIS WAIVER AND RELEASE SHALL CONTINUE IN FULL FORCE AND EFFECT.

Participant's Name _____ Signature _____ Date _____

PARENTAL CONSENT (*to be completed if the participant is under 18 years old*): I consent to the participation of my child in Rowing Activities and agree to be bound by all of the terms of this Waiver and Release.

Name of Parent/Guardian _____ Signature _____ Date _____