

RELEASE AND WAIVER OF LIABILITY, INDEMNITY AGREEMENT, AND ASSUMPTION OF RISK

All participants must be at least 18 years old, or have a parent or legal guardian sign this release and waiver of liability.

I am aware that participation in Cape Ann Rowing Club (herein referred to as CARC) activities is dangerous, physically demanding and hazardous, involving risk of injury, death or personal property loss or damage. The risks include, but are not limited to, injury or fatality due to immersion underwater, impact with submerged or exposed objects, slipping and falling, accident or injuries in remote places without medical facilities, sprains, strains, dislocations or other injuries, exposure to temperature extremes or inclement weather, accidents while traveling to and from activity sites, dehydration, and other risks that may not be known. I am also aware that weather and sea conditions are unpredictable and are dangerous.

The undersigned acknowledges that CARC volunteers who lead club activities, trips or workshops are not professional leaders, guides or instructors, and should not be regarded as such. The undersigned agrees that he or she is solely responsible for his or her own safety at all times when participating in club activities, and should consider and evaluate his or her ability to handle the conditions present at all times.

In Consideration for being permitted to participate in these activities **I AGREE TO:**

RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE CARC, CARC event coordinators, all members of CARC, all event participants, (herein referred to as RELEASEES) **for all claims of liability for injury, death, property damage or other loss** now or in the future, as a result of my participation in these activities or activities incidental there to **even if caused by the negligence of the releasees.**

TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from all claims of liability for any injury, death property damage or other loss I incur **even if caused by the negligence of the releasees.**

ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN AND ACCEPT FULL RESPONSIBILITY for injury, death, property damage or other loss **even if caused by the negligence of releasees.** I acknowledge the dangers in the activities. I am free of any medical condition that might create undue risk in myself or others who might depend on me in these activities.

IT IS THE INTENTION OF THIS AGREEMENT TO EXEMPT AND RELIEVE FROM LIABILITY AND BAR ANY RIGHT TO SUE RELEASEES FOR PERSONAL INJURY, PROPERTY DAMAGE AND WRONGFUL DEATH CAUSED BY NEGLIGENCE. I expressly agree that this Release and Waiver of Liability, Indemnity Agreement and Assumption of Risk Agreement is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Massachusetts and that, if for any portion of the agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.

I have carefully read this agreement and fully understand its contents. **I AM AWARE THAT THIS IS A RELEASE AND WAIVER OF LIABILITY TO ALL RELEASEES AND THAT MY SIGNING THIS AGREEMENT I AM GIVING UP IMPORTANT LEGAL RIGHTS.** I understand and freely sign this agreement that no oral representations, statements or inducements have been made apart from the foregoing agreement. This agreement shall bind my heirs, executors, assigns, legal representative and family members.

Name: (print)_____	Signed:_____	Date:_____
Name: (print)_____	Signed:_____	Date:_____
Name: (print)_____	Signed:_____	Date:_____
Name: (print)_____	Signed:_____	Date:_____
Name: (print)_____	Signed:_____	Date:_____
Name: (print)_____	Signed:_____	Date:_____

(OVER)

CONSENT FOR FIRST AID:

In the event that I am injured during an activity of CARC, **I give permission for activity participants to administer first aid** and to seek medical assistance as deemed necessary. I hereby release the **releasees** from any claim whatsoever on account of first aid treatment or service rendered to me during my participation in CARC activities, ***EVEN IF CAUSED BY NEGLIGENCE OF RELEASEES.***

Signed: _____

Date: _____

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Date: _____

Signed: _____

Date: _____

Signed: _____

Date: _____