



(All parents of minors who are Florida residents must sign both the Florida Commercial and Non-Commercial Waivers)

2018- Florida Waiver (Commercial)

(Commercial Activity Providers)

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

This Release is entered into as between _____, as parent/legal guardian of _____, a minor child, and Halifax Rowing Association, Inc., its officers, directors, members, employees and representatives this _____ day of _____, 2018.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN:

READ THIS FORM COMPLETELY AND CAREFULLY, YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF HALIFAX ROWING ASSOCIATION OR USROWING USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE THAT YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM HALIFAX ROWING ASSOCIATION, INC. IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND HALIFAX ROWING ASSOCIATION, INC. OR USROWING HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability and Indemnity Agreement (Agreement):

I understand and acknowledge that water sports activities have inherent risks and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life.



I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: Halifax Rowing Association, Inc., its employees, officers, directors, administrators, agents, coaches, instructors, members, other participants, sponsoring agencies all of which are hereinafter referred to as Released Parties, from any and all liability for any and all claims, demands, losses, or damages on account of injury, including death, or damage to property, caused or alleged to be caused by risks inherent in the water sports activity undertaken by my child.

I further agree that I will not sue or make a claim on behalf of myself or my child against the Released Parties for damages or other losses sustained as a result of my child's participation in the water sports activity.

I further agree to indemnify and hold Released Parties harmless from all claims, judgments and cost, including attorney's fees, incurred in connection with any action brought as a result of my child's participation in the water sports activity.

This Agreement is specifically intended to comply with Section 744.301 Florida Statutes and is intended to operate as a waiver of liability to the fullest extent allowed by law on the date on which it is signed. To the extent that any portion of this Agreement is found to be unenforceable under Florida law, only that portion of the Agreement shall be stricken and the remaining portions of the Agreement shall be enforced.

BY EXECUTING THIS AGREEMENT, I REPRESENT THAT I HAVE READ THE ABOVE SECTION TITLED "NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN" AND THAT I UNDERSTAND THE CONTENTS OF THIS AGREEMENT AND THAT I SIGN IT OF MY OWN FREE WILL ON BEHALF OF MYSELF AND MY MINOR CHILD.

Parent/Legal Guardian Name (Print) _____

Parent/Legal Guardian Signature _____ Date _____



2018- Florida Waiver (Non-Commercial)

(All parents of minors who are Florida residents must sign both the Florida Commercial and Non-Commercial Waivers)

(Noncommercial Activity Providers)

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

This Release is entered into as between _____, as parent/legal guardian of _____, a minor child, and Halifax Rowing Association, Inc., its officers, directors, members, employees and representatives this ____ day of _____, 2018. For and in consideration of Halifax Rowing Association, Inc. and/or US Rowing allowing my child to participate in the activities of or sponsored by Halifax Rowing Association, Inc. and/or US Rowing, I for myself and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability and Indemnity Agreement (Agreement):

I understand and acknowledge that water sports activities have inherent risks and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life.

I further understand and acknowledge that my child will be engaging in activities that involve the risk of serious bodily injury, permanent disability, paralysis and loss of life, which might result not only from his/her own actions, inactions or negligence, but the action, inaction or negligence of another, the rules of play, or the conditions of the premises, water conditions or of any equipment used. I understand and acknowledged that there may be other risks not reasonably known at this time.

I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: Halifax Rowing Association, Inc., its employees, officers, directors, administrators, agents, coaches, instructors, members, other participants, sponsoring agencies all of which are hereinafter referred to as Released Parties, from any and all liability for



any and all claims, demands, losses, or damages on account of injury, including death, or damage to property, caused or alleged to be caused by the negligence of the Released Parties or otherwise.

I further agree that I will not sue or make a claim on behalf of myself or my child against the Released Parties for damages or other losses sustained as a result of my child's participation in the water sports activity.

I further agree to indemnify and hold Released Parties harmless from all claims, judgments and cost, including attorney's fees, incurred in connection with any action brought as a result of my child's participation in the water sports activity.

This Agreement is specifically is intended to operate as a waiver of liability to the fullest extent allowed by law on the date on which it is signed. To the extent that any portion of this Agreement is found to be unenforceable under Florida law, only that portion of the Agreement shall be stricken and the remaining portions of the Agreement shall be enforced.

BY EXECUTING THIS AGREEMENT, I REPRESENT THAT I HAVE READ THIS RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND THAT I FULLY UNDERSTAND ITS CONTENTS AND SIGN IT OF MY OWN FREE WILL ON BEHALF OF MYSELF AND MY MINOR CHILD.

Parent/Legal Guardian Name (Print) _____

Parent/Legal Guardian Signature _____ Date _____