

ST. IGNATIUS CREW

Risk Assumption and Release of Liability

Acceptance of this waiver is required for acceptance of participation and membership IN CONSIDERATION of being given the opportunity to participate in any St. Ignatius College Prep Crew, St. Ignatius College Preparatory, and Ignatian Corporation ("Club") activities or associated activities, including scheduled, supervised club activities, and registered regattas, during the policy term. 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-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 the 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 Activity in which I take part as a member of USRowing 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 Ignatian Corporation, St. Ignatius College Prep Crew, and St. Ignatius College Preparatory, it's officer's, director's, members or employees, agents, and volunteers, the Regatta, USRowing, other participating regatta organizers, any sponsors, advertisers, and if applicable, owners and lessors 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.
- 6. IN CONSIDERATION of being permitted to compete, officiate, observe, work, or participate in any way in the EVENT(S), I for myself, my personal representatives, heirs, and next of kin:
 - Affirm that I have not been diagnosed with, demonstrated any symptoms of or have in any way been exposed to any communicable diseases (including but not limited to the virus commonly referred to

- as COVID-19) within the last 14 days, or that I have complied with all local, state and federal guidelines and regulations as related to communicable diseases;
- Acknowledge that I am aware that by entering the premises and
 participating in rowing-related and sponsored activities that there are
 risks to me and to those with whom I interact of exposure, directly or
 indirectly, to communicable disease(s) including but not limited to the
 virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV2)", "COVID-19" and/or any mutation or variation thereof;
- 3. HEREBY RELEASE, discharge, and covenant not to sue the Ignatian Corporation, St. Ignatius College Preparatory, USRowing, the Regatta, their administrators, directors, agents, officers, volunteers and employees, other participating regatta organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises, on which the Activity takes place, all for the purposes herein referred to as "Releasees", from all liability to the undersigned, their personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore, whether caused by the negligence of the Releasees or otherwise;
- 4. HEREBY agree to INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur arising out of or related to my illness or death, whether caused by the negligence of the Releasees or otherwise.

I also understand that this is an outdoor sport on a large body of water, and that aspects of the activity can be affected by local weather conditions. As such, although the rowing coaches will do everything possible to incorporate water-based training every day when planned, for safety purposes wind or other weather conditions may necessitate land-based activities.

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.

Signature of Parent/Legal Guardian	
Name of Child/Children (print clearly)	
Date	