

## Liability Waiver

To: **Maple Bay Rowing Club** and its directors, officers, employees, agents, coaches, instructors, independent contractors, subcontractors and representatives (all or any of whom are herein after referred to as the "Club").

From: \_\_\_\_\_ (the "Member")

**Background & Risks.** The Member understands that rowing and sculling include activities both on land and on the water (the "Rowing Activities") which involve certain risks and dangers incidental thereto. Among other things, rowers do not face the direction in which they are rowing, they are rowing on open water, they are in boats not designed to handle rough water conditions. Risks include, but are not limited to, injury or death from collision with another vessel or stationary object, the malfunctioning of equipment, capsizing, being swamped by waves, adverse weather and hypothermia.

**Waiver.** It is expressly agreed that all Rowing Activities and use of all Club facilities and equipment shall be undertaken at the Member's sole risk. The Club shall not be liable for any injury, death, past or future medical complications, any claims, demands, damages, expenses, actions or causes of action whatsoever, including without limitation, those resulting from acts of active or passive negligence on the part of the Club and the Member hereby expressly waives any and all claims that I have or may have in the future against the Club and releases the Club from any and all liability whatsoever.

**Medical Condition.** I acknowledge that the monitoring and treatment of any medical condition I may have is my responsibility and I expressly release the Club from any obligations to treat and monitor any such medical condition. I accept personal responsibility for anything resulting from my medical condition that may put my fellow rowers at risk.

**Club Rules.** I agree to be bound by the rules established by the Club, as amended from time to time.

I have read and understood this Waiver and I am aware that by signing it I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators and assigns may otherwise have had against the Club.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Member's signature

\_\_\_\_\_  
Witness's signature

OR:

\_\_\_\_\_  
Signature of Parent/Guardian if Member  
is less than 19 years old

\_\_\_\_\_  
Witness's name

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

(2016)