



## WALT WHITMAN CREW BOOSTERS, INC.

### ACKNOWLEDGMENT OF RISKS, CONSENT, RELEASES AND INDEMNITY

(Together with Medical Waiver)

Print Name of Student: \_\_\_\_\_

I have determined to participate, and my parent(s) or guardian have/has consented to my participation, in the crew program (the "Activity") offered by Walt Whitman Crew Boosters, Inc., ("WWCB"). In relation thereto, I and my parent(s) or guardian, intending to be legally bound, agree for the benefit of WWCB and each Providing Party (as hereinafter defined) as follows:

### ACKNOWLEDGMENT OF RISKS AND CONSENT

I understand that in connection with the Activity I will engage in strenuous indoor and outdoor activities, including running, conditioning, erging, rowing and regattas. I understand that in connection with and as part of the Activity I may use public transport and/or transportation provided by WWCB or employees, staff, coaches, directors, officers, volunteers, agents, or contractors of either of the foregoing or otherwise associated with the Activity or otherwise participating in the Activity. I acknowledge that the Activity has risks, including certain risks, which cannot be eliminated without destroying the unique character of the Activity. The same elements that contribute to the unique character of the Activity can be causes of loss or damage to my possessions, accidental injury, and illness or, in extreme cases, permanent trauma, disability or death. I understand that WWCB does not assume any liability with respect to my participation in the Activity or exposure to the risks associated therewith.

I am aware that the Activity may include risk of injury, illness or death as well as risks of loss of or damage to property. I understand that the descriptions above of the circumstances that could give rise to such risks are not complete and that other unknown or unanticipated risks may result in property loss or injury. I agree to assume responsibility for the risks identified herein and any other risks that may not be so identified. My participation in the Activity is purely voluntary, and I elect to participate in the Activity in spite of and with full knowledge of the risks that it entails.

### GENERAL CONDUCT

I understand that WWCB is not responsible for my behavior while participating in the Activity. Nevertheless, I understand that I will be expected, and hereby agree, to follow all proper instructions and rules of behavior imposed by coaches and other adult leaders of the Activity. I

acknowledge that my failure to do so may result in my immediate dismissal from the Activity. As outlined in the [Code of Conduct](#)

### **DRUG, ALCOHOL and TOBACCO POLICY**

Alcohol and illegal drug use is strictly forbidden for all athletes participating on our team. The well-being of our athletes is the primary concern of our coaches and parents alike.

### **ACADEMIC ELIGIBILITY POLICY**

Students must achieve a minimum 2.0 grade point average for the most recently completed marking period, with no more than one failing grade. Academic eligibility is determined on the date report cards are issued, and remains until the next report card is issued. Students must attend all of their scheduled classes in order to participate in a practice or race on that day. If the principal or designee grants an excused absence in advance for a prescheduled activity, or an unforeseen emergency, the student may participate on that day.

A student may not participate in a practice or race when he/she is serving an in-school or out-of-school suspension. The student becomes eligible to participate in team activities on the next school day following the suspension. A student may be suspended or removed from the team for excessive unexcused absences from school.

### **INCLUSION POLICY**

The WWHS Crew team follows the official Montgomery County Public Schools (MCPS) policy on inclusion, as follows:

1. All students who achieve fundamental eligibility criteria established by the Maryland Public Secondary Schools Athletic Association (MPSSAA) and Montgomery County Public Schools (MCPS) may try out for MCPS interscholastic athletic teams. Eligibility criteria are included in the MPSSAA Handbook and the MCPS High School Athletics Handbook.
2. Our team shall provide reasonable accommodations to students with disabilities.
3. A student may be excluded from trying out for or participating in a sport if it is determined that the student's participation creates significant safety concerns (for the student or for other students), creates significant competitive imbalances, or requires accommodations that fundamentally alter the nature of the sport.

### **GOVERNING LAW and DISPUTE RESOLUTION**

I agree that this Acknowledgment of Risks, Consent, Release and Indemnity (including, without limitation, the Release (as defined below), this "[Acknowledgment](#)") and all other aspects of my relationship with WWCB and relating to the Activity, contractual or otherwise, are governed by the laws of the State of Maryland applicable to contracts made and to be wholly performed in the State of Maryland by residents of the State of Maryland.

If any provision or clause of this Acknowledgment is held or declared to be void, illegal, or unenforceable for any reason, the offending provision or clause shall, if possible, be reformed by

the court or other appropriate authority making such decision in such manner as will implement, to the fullest extent legally permissible, the expressed intent of the parties hereto without illegality or unenforceability. If such reformation is not possible, the offending provision or clause shall be stricken and all other provisions and clauses of this Acknowledgment shall nevertheless remain in full force and effect.

Any legal dispute between WWCB or any of their agents, employees, volunteers, trustees, governing board members, officers, independent contractors (including, without limitation, persons who independently contract with WWCB to provide coaching services in respect of the Activity), or other persons or entities associated with them (collectively, the "Providing Parties") and me relating to this Acknowledgment or the Activity or my participation therein which cannot be settled through discussions between the parties shall in the first instance be submitted to mediation before a mutually acceptable mediator whose name appears on the registry of names recognized by the Superior Court of the State of Maryland as qualified persons for mediation assignments. To the extent mediation does not result in a resolution of the dispute, the dispute shall be settled by arbitration in accordance with the rules for commercial arbitration of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any such arbitration shall be before a single arbitrator and shall take place in Maryland. The arbitrator shall not be empowered to award damages in excess of compensatory damages.

I agree to pay, and the arbitrator may award, any costs and attorneys' fees incurred by any of the Providing Parties in enforcing their rights under this Acknowledgement or in defending against any claim that I may bring arising out of or relating to this Acknowledgment or the Activity or my participation therein if the claim is withdrawn by me or to the extent my claim is disallowed by the arbitrator.

## RELEASE AND INDEMNITY

Through our registration, I/we hereby give my permission for my/our child to participate in any way in any WWCB, program or activity ("Activity") during the period between February 2016-February 2017. I/we recognize that any sports activity such as crew may involve certain dangers, including, but not limited to, the hazard of rowing, shell/boat upset or collision with other watercraft, water immersion, lifting and carrying of shells and equipment, forces of nature, training and condition exercises, and the actions of crew participants and other persons.

Through our registration, I/We hereby provide consent for my/our child to train and row competitively with WWCB, to compete in the scholastic program under the supervision of its coaches, to travel with a representative of WWCB, to travel to rowing events, and to be transported by automobile driven by coaches, team members or parents/guardians to, from and otherwise in relation to practice and rowing events. In case of an accident or injury in which the above child is not able to give consent for medical care, I/we hereby give permission for the child to be given emergency medical treatment.

Through their registration, team members and each of their parents or guardians affirm that they understand that the WWCB is a club sport sponsored by WWCB, and is not sponsored by Walt Whitman High School, the Board of Education of Montgomery County or any other entity. I/We hereby waive and will not hold WWCB, parents, students, Board members, coaches or other persons or entities involved with WWCB, responsible or liable for any accident, injury or loss whatsoever as a result of participation by us and/or our child with WWHS Crew.

Through their registration, team members and each of their parents or guardians affirm that they release, acquit and forever discharge each and all of WWCB, its officers, Board members, employees, coaches, members and agents, including but not limited to all student members of the WWHS Crew team and all parents/guardians of team members, from any and all past, current and/or future liability resulting from any and all claims or causes of action of any type whatsoever, including but not limited to negligence or strict liability in tort, that I/we and/or my/our child now or may in the future have for any reason, including but not limited to personal injuries, damage to property, loss of services, medical expenses, and/or losses and/or damages of any and every kind whatsoever that may arise from participation on or with the WWHS Crew team and Activities, including but not limited to transportation by students, parents/guardians, coaches or third-parties to and from practices and/or regattas.

I HAVE CAREFULLY READ THE RELEASE AND FULLY UNDERSTAND ITS CONTENTS, AND I SIGN IT OF MY OWN FREE WILL. I AM AWARE THAT THE RELEASE INCLUDES A WAIVER OF LIABILITY AND AN ASSUMPTION OF RISK.

**SIGNATURE:** \_\_\_\_\_  
(STUDENT)

**DATE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

IN CONSIDERATION OF WWCB PROVIDING THE ACTIVITY AND ALLOWING THE STUDENT TO PARTICIPATE THEREIN, THE UNDERSIGNED PARENT(S) OR GUARDIAN HEREBY CONFIRM THEIR

ACCEPTANCE OF THIS RELEASE AND AGREE THAT EACH PROVISION HEREOF SHALL APPLY TO THEM BOTH IN THEIR INDIVIDUAL CAPACITY AND IN THEIR CAPACITY AS PARENT OR GUARDIAN OF THE STUDENT. THE UNDERSIGNED AGREE THAT THEY SHALL BE FULLY LIABLE AND RESPONSIBLE FOR ANY LIABILITY OF THE STUDENT HEREUNDER.

**SIGNATURE:** \_\_\_\_\_  
(PARENT OR GUARDIAN)

**DATE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_  
(PARENT)

**DATE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

## MEDICAL WAIVER

(Applicable only if the student listed is below the age of 18)

I hereby confirm and attest that I am physically fit, have no known medical conditions that would inhibit me from participation in the Activity, and am a competent swimmer.

[Montgomery County Pre-Participation Form](#)

## **MEDIA RELEASE PERMISSION**

Team members and parents or guardians agree that WWCB has permission to publish in print, electronic, or video format the likeness or image of the team member identified below, during regular and special crew activities taken by video, photo and/or digital camera. By so agreeing, team members and parents affirm that such images may be used by WWCB for publicizing and promoting WWHS Crew in media publications, promotional materials (e.g. posters, brochures, fundraising and recruitment materials for Crew), and websites and that the team member's name and identity may be revealed by descriptive text or commentary. All claims against WWCB, its agents and employees with respect to copyright ownership and publication rights, including any claim for compensation related to use of the materials, are hereby released.

Through their registration, team members and each of their parents or guardians affirm that they have read this Participation Agreement and the WWCB Safety Guide, understand their terms, and agree to be bound by their provisions.

## **FUNDRAISING COMMITMENT**

As a club sport, Walt Whitman Crew receives no financial support from the school or the county school system. Thus, the responsibility to run a safe, well-supervised and competitive program for students rests with WWCB. Each team member of each team family is expected to participate fully in the fundraising events planned for the season, including but not limited to Holiday Wreath Sales, Capital Campaign and various other team sponsored activities. Parents of students who do not participate in each of the fund-raising events planned for the season, including but not limited to Holiday Wreath Sales and Capital Campaign, will be asked to contribute an appropriate amount toward all team fundraisers.

## **VOLUNTEERING COMMITMENT**

Volunteerism is the cornerstone of Walt Whitman Crew's success. Without parents, competitive scholastic racing would not exist. Wide ranges of volunteer jobs are available throughout the year and each family's help is needed. Each team family must commit to volunteer jobs throughout both the fall, winter and spring seasons. In addition, each family is expected to make several contributions of food, supplies and/or services at regattas and team dinners.

## CONFIRMATION

I and my parent(s) or guardian assume and accept full responsibility for my participation in the Activity, including for injury, death and loss of personal property and expenses suffered by me and them as a result of the inherent risks and dangers identified herein and any and other inherent risks that may not be so identified, or as a result of my negligence in participating in the Activity. I and my parent(s) or guardian have read and understand and accept the terms and conditions stated herein and acknowledge that this Acknowledgment (including, without limitation, the Release) shall be effective and legally binding upon me and my estate, heirs, personal representative and assigns and on my parent(s) or guardian and all other members of my family.

I HAVE CAREFULLY READ THE FOREGOING PROVISIONS AND FULLY UNDERSTAND THEIR CONTENTS.

**SIGNATURE:** \_\_\_\_\_  
(STUDENT)

**DATE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

IN CONSIDERATION OF WWCB's PROVIDING THE ACTIVITY AND ALLOWING THE STUDENT TO PARTICIPATE THEREIN, THE UNDERSIGNED PARENT(S) OR GUARDIAN HEREBY CONFIRM THEIR ACCEPTANCE OF THIS ACKNOWLEDGMENT AND AGREE THAT EACH PROVISION HEREOF SHALL APPLY TO THEM BOTH IN THEIR INDIVIDUAL CAPACITY AND IN THEIR CAPACITY AS PARENT OR GUARDIAN OF THE STUDENT. THE UNDERSIGNED AGREE THAT THEY SHALL BE FULLY LIABLE AND RESPONSIBLE FOR ANY LIABILITY OF THE STUDENT HEREUNDER.

**SIGNATURE:** \_\_\_\_\_  
(PARENT or GUARDIAN)

**DATE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_  
(PARENT or GUARDIAN)

**DATE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_