



South Jersey Rowing Club

PO Box 442, Mt. Laurel, NJ 08054

www.southjerseyrowing.org

SJRC Parent & Rower Release from Liability and COVID-19 Waiver

IN CONSIDERATION of being given the opportunity to participate in any way in any SJRC Crew program or activities ("Activity") starting **on or about September 8, 2020** until **on or about December 31, 2020**, including training and rowing I, as a "rower" and I (hereafter also referred to as "we"), as a "parent/guardian" for myself, my personal representatives, assigns, heirs, and next of kin:

1. **ACKNOWLEDGE**, agree and represent that we understand the nature of Rowing Activities, both on water and land based, and that rower is 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 rower's 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 Releasees named below; (c.) there may be other risks and social and economic losses either not known to rower/parent/guardian not readily foreseeable at this time; and WE FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES WE incur as a result of rower participation in the Activity.

3. **AGREE AND WARRANT** that rower will examine and inspect each Activity in which rower takes part as a member of SJRC or as a participant in SJRC activities, and that, if rower observes any condition which rower considers to be unacceptably hazardous or dangerous, rower 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. **ASSUMPTION OF COVID-19 RISKS:** Rower/Parent/Guardian acknowledges that, despite additional federal, state, and other preventative guidelines implemented as a direct response to the novel coronavirus ("COVID-19"), that COVID-19 is extremely contagious and can be spread from person-to-person contact. We further acknowledge that those engaged in Activities with SJRC are not immune from COVID-19 or the associated risks thereof. Accordingly, the Rower/Parent/Guardian certifies and acknowledges that the Activities may be inherently dangerous and the risk of injury and/or illness from the Rower's participation in the Activities is significant, including the potential for permanent bodily injury, damage to personal property and even death, and we recognize and assume that risk, including possible exposure to COVID-19, and agree to participate in the Activities despite that risk.

In accordance with the most recent guidance and protocols issued by relevant federal, state and local authorities, Rower/Parent/Guardian hereby agrees, represents and warrants that neither the Rower nor Rower's family members, wards or guests shall participate in any Activities or otherwise visit or utilize the



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facilities, services or programs offered by SJRC within 14 days after exposure to any person who has a suspected or confirmed case of COVID-19. We further agree, represent, and warrant that neither the Rower nor Rower's family members, wards or guests shall visit or utilize the facilities, services, or programs offered by SJRC if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. Rower/Parent/Guardian further agrees to immediately notify SJRC if he or she believes that any of the foregoing access/use restrictions may apply.

Rower/Parent/Guardian further acknowledges and agrees that SJRC has taken certain steps to implement recommended guidance and protocols issued by federal, state and local authorities for slowing the transmission of COVID-19, including, but not limited to, the access/use restrictions set forth in the "Return to Water - COVID-19 Procedures". We acknowledge and agree that SJRC may revise its procedures at any time based on updated recommended guidance and protocols issued by the relevant authorities, and further agree to comply with any procedures implemented by SJRC prior to engaging in any Activities offered by SJRC and/or utilizing facilities owned or otherwise used by SJRC.

5. HEREBY RELEASE, discharge, and covenant not to sue SJRC, their administrators, directors, agents, boards of directors' 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, (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 Releasees or otherwise, including negligent rescue operations; and WE further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, WE, or anyone on our behalf, makes a claim against any of the Releasees, WE 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.

6. PARENT CONSENT TO PARTICIPATE, I, as parent/guardian recognize that any sports activity such as crew may involve certain dangers, including but not limited to the hazards of rowing, shell/boat upset or collision with other watercraft, water immersion, lifting and carrying of shells and equipment, forces of nature, conditioning exercises and the actions of crew participants and other persons. I understand that SJRC, the coaches and all persons related directly or indirectly with the program assume no financial obligation or liability for any injury, illness or disability arising from a minor's participation in the SJRC Crew program.

I hereby consent that my child train and row competitively with SJRC Crew, to compete in the Program under the supervision of its Coaches, and to travel, with a representative of SJRC, to away events and meets. AND I, the rower's parent and/or legal guardian, understand the nature of rowing activities and



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the minor's experience and capabilities and believe the minor to be qualified to participate in such activity.

WE ARE AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND KNOWINGLY AND FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. WE ACKNOWLEDGE THAT, NOTWITHSTANDING ANY MITIGATION EFFORTS UNDERTAKEN BY SJRC, THE DUTY TO COMPLY WITH RECOMMENDED GUIDELINES AND PROTOCOLS FOR SLOWING THE SPREAD OF COVID-19 IS ON THE ROWER/ PARENT/GUARDIAN, AND WE ACCEPT RESPONSIBILITY FOR ENSURING THAT THE ROWER AND ROWER'S FAMILY MEMBERS, WARDS AND GUESTS ABIDE BY ANY SUCH GUIDELINES OR PROTOCOLS.

WE HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTATED THAT WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SUBMITTING IT AND AM SUBMITTING IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT 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.

Print Athlete's Name:

Print Parent/Guardian's Name:
(if Athlete is under age 18)

Dated: