

2021 Hebda Cup/Wy-Hi Regatta - Waiver of Liability



IN CONSIDERATION of being given the opportunity to participate in the 2021 **Hebda Cup and or Wy-Hi Regatta** ("Regatta") 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 the water and land based and that I am qualified, in good health, and in proper physical condition to participate in such Regatta.

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 may be caused by my own actions, or inactions, the actions of others participating in the Regatta, the condition in which the Regatta 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 me or not 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 Regatta.

3. AGREE AND WARRANT that I will examine and inspect each Regatta in which I take part 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 Regatta and will refuse to take part in the Regatta until the condition has been corrected to my satisfaction.

4. HEREBY RELEASE, discharge, and covenant not to sue the Wyandotte Boat Club, the City of Wyandotte, USRowing, the Regatta, their administrators, directors, agents, officers, volunteers and employees, and other participants, regatta organizers, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Regatta 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 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 may incur as the result of such a claim.

Specifically relating to the global COVID-19 pandemic, I acknowledge the highly contagious nature of COVID-19 and voluntarily assumes the risk of exposure or infection by attending the Regatta, and that such exposure or infection may result in personal injury, illness, disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Regatta may result from the actions, omissions, or negligence of others who may attend the event or their families, colleagues, or others with whom they may have contact. Accordingly, I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the Regatta, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in the Regatta.

In addition to all other rules and regulations relating to participating in the Regatta, I agree to comply with all COVID-related procedures that may be implemented by the Regatta, including, but not limited to, mask-wearing and social distancing requirements and restrictions on certain activities that carry higher COVID-related risk, in order to protect as much as possible the health and safety of all Regatta attendees.

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 induction 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.

Printed name of Participant (rower or coxswain): _____

Address: _____ City, State and ZIP: _____

High School: _____

Participant's Signature (**only if age 18 or over**): _____ Date _____

Parental Consent - required if participant is under the age of 18

AND I, the minor's parent and/or legal guardian, understand the nature of rowing activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue, and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the releasees from all liability, claims, demands, losses, or damages, including COVID-19, on the minor's 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 further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS, each of the releasees from any litigation expenses, attorney fees, loss liability, damage, or cost that may incur as the result of any such claim.

Printed name of Parent/Guardian: _____

Address: _____ City, State and ZIP: _____

Parent/Guardian's Signature (required if participant is under the age of 18):

_____ Date _____