

## **SAGAMORE ROWING ASSOCIATION**

Sagamore Rowing is "Building Long Island's Rowing Tradition"  
P.O. Box 248, Oyster Bay, NY, 11771 • (516) 714-3247 2017  
Sagamore Rowing Association Release & Waiver of Liability  
Membership Year April 1, 2019 through March 31, 2021

AGREEMENT TO WAIVER OF CLAIMS AND LIABILITY RELEASE FOR ANY PARTICIPANT WHO IS NOT YET 18 YEARS OLD THIS WAIVER MUST BE READ AND ACCEPTED BY THE PARENT OR LEGAL GUARDIAN OF THE PARTICIPANT. [FOR PARTICIPANTS WHO ARE 18 YEARS OLD OR OLDER AS OF THE DATE OF REGISTRATION] By signing the below or a similar acknowledgement, I hereby verify that I have read and fully understand each of the following conditions for participation in any Sagamore Rowing Association, ('SRA'), recognized or sanctioned event or activity, and I accept and agree to each of the numbered provisions set forth below. [FOR PARTICIPANTS WHO ARE NOT YET 18 YEARS OLD AS OF THE DATE OF REGISTRATION] By signing the below, I hereby verify that as parent or legal guardian of the participant, I have read and fully understand each of the following conditions for permitting the participant to participate in any SRA recognized or sanctioned event or activity, and I accept and agree to each of the numbered provisions set forth below. I also verify that such participant has read, fully understands and agreed to the terms of Paragraph A set forth below and the terms of the Code of Conduct available as a separate signature-required document on this SRA membership application. ACCEPTANCE OF THIS AGREEMENT TO WAIVER OF CLAIMS AND LIABILITY RELEASE BY SIGNATURE IS REQUIRED FOR ACCEPTANCE OF MEMBERSHIP IN SAGAMORE ROWING ASSOCIATION, INC. For the avoidance of doubt, I am releasing Sagamore Rowing Association, Inc. and each of their respective affiliates, subsidiaries, officers, directors, agents, representatives, sponsors and employees collectively from any claims or liability to the fullest extent possible under the law herein in consideration of being given the opportunity to participate in any SRA event or activity, including scheduled, supervised club activities, and registered regattas, during the policy term for the current registration year, I, for myself, the participant (if the participant is not yet 18 years old and this AGREEMENT TO WAIVER OF CLAIMS AND LIABILITY RELEASE ('Agreement') is being entered into by a parent or legal guardian), my personal representatives, assigns, heirs, and next of kin hereby agree as follows:

1. I understand, acknowledge and agree that the nature of rowing activities and other activities that the participant will engage in with SRA, both on water and land based, present inherent risks and dangers of serious bodily injury, including permanent disability, paralysis and death ('Risks') (and our waiver and renunciation of claims in this Agreement expressly apply to any bodily injury, damage or accident that may be suffered by the participant or other others resulting from the participant's participation in activities in connection with the SRA)
2. I hereby represent and confirm that the participant is qualified, in good health and in proper physical condition to participate in all activities of SRA. I further confirm that I have executed or will execute prior to commencement of participant's participation in any SRA activities, any medical history forms provided by SRA and will return such executed forms to SRA.
3. I fully understand that: (a) participation in SRA activities involves Risks; (b) these Risks may be caused by my own actions or inactions, the actions or inactions of others participating in the activity or event, the condition in which the activity or event 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 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 SRA activities or events.
4. I agree and warrant that I will examine and inspect each SRA activity and event in which I take part as a member of SRA 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 SRA activity or event and will refuse to take part in the SRA activity or event until the condition has been corrected to my satisfaction.
5. I, as a participant or as the parent or legal guardian of a participant, discharge, and covenant not to sue Sagamore Rowing Association, Inc., its affiliates, subsidiaries, administrators, directors, representatives, officers, agents, volunteers and employees, other participating regatta organizers, any sponsors, advertisers, and if applicable, owners and lessors of

premises, on which the SRA activity or event takes place, (each considered one of the Releasees herein) from all liability, claims, demands, losses or damages, including, without limitation, any liability, claim, demand, loss or damage (a) 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, (b) for any injury to the participant or others, (c) arising out of the equipment or uniform supplied to the participant or used in SRA activities and events by the participant or SRA staff, and (d) resulting in loss damage, sickness, accident, delay or expenses of any kind whatsoever resulting from participant's participation in SRA activities or events; waive and renounce any claims against any Releasee; and I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any Releasee may incur as a result of such claim, to the fullest extent permitted by law.

6. I understand, acknowledge and agree that Sagamore Rowing Association, Inc., its affiliates, subsidiaries, administrators, directors, agents, representatives, officers, volunteers and employees, other participating regatta organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises, on which the SRA activity or event takes place, collectively do not guarantee the security or safety of the locations where SRA activities and events take place or any areas where the participant may traverse on his/her way to or from activity/event sites. I release all of the Releasees named above from any all liability, claims, demands, losses or damages arising out of accidents or events caused by a participant or third party which occur in any such places or areas and that may occur as a result of the condition of such places or areas.

7. I understand, acknowledge and agree that SRA reserves the right to terminate the participation in any SRA event or activity of any participant whose conduct may be considered by the SRA, in its sole and absolute discretion, to be detrimental to or incompatible with the interests and security of the SRA, its participants, administrators, directors, agents, representatives, officers, volunteers, employees, sponsors, advertisers, and other participating regatta organizers; and, in the event of any such action by SRA, I understand, acknowledge and agree that I will have no right to any compensation or damages from the SRA, its participants, administrators, directors, agents, officers, representatives, volunteers, employees, sponsors, advertisers, and other participating regatta organizers.

8. I hereby grant SRA the right to use the name, image, likeness, photograph and biographical material pertaining to the participant throughout the world in any and all media, now known or hereby created, in connection with promoting or publicizing SRA or any other endeavor.

9. I understand, acknowledge and agree that SRA is a third party beneficiary of this Agreement and the other registration documents. I have read this Agreement, fully understand its terms, understand that I have given up substantial rights by accepting it and have accepted 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 and such invalid portion shall be deemed severable. I also agree:

(i) that this Agreement is enforceable like any written negotiated agreement physically signed by me,

(ii) not to contest the validity or enforceability of this Agreement on the grounds that it is not in writing or that it does not contain an original signature,

(iii) that this Agreement, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form, and

(iv) not to contest the admissibility of copies of this Agreement under either the business records exception to the Hearsay Rule, the Best Evidence Rule or any other basis on the premise that this Agreement was not originated or maintained in documentary form.

PARAGRAPH A (To be acknowledged and accepted by all participants not yet 18 as of the date of registration by signature of the below on the SRA application)

I fully understand (a) that my participation in the activities and events of the SRA presents inherent risks and dangers of serious bodily injury, including permanent disability, paralysis and death ('Risks') and (b) my personal responsibility for adhering to the rules and regulations of the SRA, including the Code of Conduct, and I fully accept the Risks and such personal responsibilities in connection with my participation as a participant in SRA events and activities.

Participant Printed Name: \_\_\_\_\_

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

IF PARTICIPANT IS UNDER 18 YEARS OF AGE, THE FOLLOWING MUST ALWAYS BE COMPLETED.

Parent/Legal Guardian Printed Name: \_\_\_\_\_

Parent/Legal Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_