



WAIVER AND RELEASE OF LIABILITY FORM

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH SPY COAST ROWING LLC., including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, injury from collision with another vessel or stationary objects and from the malfunctioning of equipment and injury or drowning, as a result of capsizing or being swamped by waves from passing vessels or adverse weather, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the activity. I also understand that the physical exertion of boating activities, including the carrying of boats in and out of water, can result in injury or death. I understand that the inherent nature of being around the water and boats has risks such as slippery docks and grounds. These risks are not only inherent to participants, but are also present for volunteers and staff.

In spite of and fully understanding such risks and other risks not expressly stated I wish to participate in the boating and fitness activities with Spy Coast Rowing LLC at the The Knox School facility and grounds and with Spy Coast Rowing LLC at other facilities and hereby assume all the risks of doing so.

I certify that I am physically fit, have sufficiently prepared or trained for participation in this activity, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity.

Are there any medical conditions that you believe that Spy Coast Rowing and its coaches should be aware of? If so, please describe:



I acknowledge that this Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity in which I may participate, and that it will govern my actions and responsibilities at said activity.

In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successor, and assigns as follows:

- (A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity. THE FOLLOWING ENTITIES OR PERSONS: Spy Coast Rowing LLC (SCR), The Knox School, and/or their directors, officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and volunteers;
- (B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this document from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.
- (C) I agree to hold harmless and to indemnify the entities or persons mentioned in this document from any and all liability for any property damage or personal injury to any third party resulting from my participation in the boating and fitness activities.

I acknowledge that Spy Coast Rowing LLC, the Knox School, and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failure to act of any party or entity conducting a specific activity on their behalf.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

I understand while participating in this activity, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the activity holders, producers, sponsors, organizers, and assigns including in print or web-based applications. I will make no monetary or other claim against Spy Coast Rowing LLC for use of photo(s)/video.

The Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I have read and understood this agreement and I am aware that by signing this agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, and assigns may have against Spy Coast Rowing LLC, the Knox School, and their directors, officers, volunteers, representatives, and agents. This waiver endures for up to 1 year from the signed date.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.



Name of Participant : _____

Participant Signature : _____

Date signed: _____

Name of Legal Guardian (if participant is younger than 18 years old): _____

Legal Guardian Signature (if participant is younger than 18 years old): _____

Date signed: _____

Preparticipation Physical Evaluation Clearance

Please have the following filled out by your medical provider (if participant is under the age of 18)

I have examined the above-named participant and completed a preparticipation physical evaluation. The participant does not present with apparent clinical contraindications to practice and participate in the sport(s) as outlined above. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).

Name of physician, advanced practice nurse (APN), physician assistant (PA):

Date: _____

Address :

Phone: _____

Signature of physician, APN, PA: _____

Office Stamp: