

CAZENOVIA ROWING CLUB, INC. 2012

NAME OF ROWER: _____

US Rowing WAIVER

IN CONSIDERATION of being given the opportunity to participate in any CAZENOVIA ROWING CLUB, INC. ("Club") activities ("Activity") until the end of this calendar year, 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 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 my 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 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 the Activity.
3. AGREE AND WARRANT that I will examine and inspect each Activity in which I take part as a member of the Cazenovia Rowing Club, Inc., 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 Activity and will refuse to take part in the Activity until the condition has been corrected to my satisfaction.
4. HEREBY RELEASE, discharge, and covenant not to sue USRowing, the Cazenovia Rowing Club, Inc., The Town of Cazenovia, their administrators, directors, agents, 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 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 a result of such a claim.

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 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.

Printed Name of Participant: _____ **Date:** _____

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

OR PARENTAL CONSENT:

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 on the minor's account caused or alleged to be caused in whole or part by the 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 AND SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as a result of any such claim.

Printed Name of Parent/Guardian: _____ **Date:** _____

Parent/Guardian Signature (only if participant is under age 18): _____

CAZENOVIA ROWING CLUB INDIVIDUAL RIGHTS & CODE OF CONDUCT ACKNOWLEDGEMENT

I acknowledge that I have read the accompanying Individual Rights & Code of Conduct and agree to abide by those expectations. I understand that failure to do so could result in my dismissal from the Cazenovia Rowing Club membership.

Initials

CAZENOVIA ROWING CLUB, Inc.

Rights of Individuals

All participants in rowing, including children, competitors, coxes, coaches, umpires, marshals and spectators have the right:

To enjoy safe participation in rowing

To be treated as individuals at all times

- To express their views in ways that are respectful to others
- To be listened to and believed
- To determine their own goals and participation in rowing
- To seek and receive support to help them develop
- To balance rowing and other aspects of their life

To be treated with respect

- To enjoy an environment free of discrimination
- To participate free from the threat of abuse, including verbal abuse, bullying, outbursts of rage, neglect, and sexual harassment
- Not to be subject to humiliation, shame or insult

Not to be exploited

- Not to be pressured to train or compete
- To adequate rest and recovery
- Not to train or compete when ill or injured

Code of Conduct for Rowers & Participants

At all times, when practicing, training or competing, rowers and participants should:

Follow the policies and procedures of

- Cazenovia Rowing Club
- USRowing
- The competition or event

Respect the rights, dignity and worth of others

- Act in a sportsmanlike way
- Avoid swearing and shouting
- Do not threaten others nor engage in acts of verbal or physical abuse
- Keep to agreed timings, or inform the relevant person if they are going to be late

Treat the equipment with care and respect

- Learn and follow proper boat handling on land and water
- Do not use damaged equipment, report it for repair to coach or board member
- Participate in boat maintenance and repair
- Keep the boat racks and dock area free of litter and debris

Represent the CRC at events

- Follow the directions of marshals, umpires and officials
- Accept the decisions of officials
- Support teammates during entire event

This document was accepted by the Cazenovia Rowing Club Board of Directors in October 2011 as the expression of membership rights and behavioral expectations to be upheld by all club members. Members will agree to follow them by initialing the acknowledgement that accompanies the annual waiver. Adapted from the British Rowing Code of Conduct, 2009 document SPCG 7.