



# 2023 Corvallis Rowing Club, USRowing, and Oregon State University Release of Liability and Hold Harmless of Communicable Diseases including COVID-19

## Section I. Release of Liability

IN CONSIDERATION of being given the opportunity to participate in any activity (“Activity”) organized by the Corvallis Rowing Club (“CRC”), Oregon State University (“OSU”), USRowing, or any other registered regattas (collectively referred to as “Releasees”) or to use any equipment or facility of the same during the policy term **1/1/2023-12/31/2023**, 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, 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 (collectively referred to as “Risks”);
  - b. these risks and dangers may be caused by my own actions or inactions, the actions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of Releasees;
  - 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 that I may 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 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, OSU, CRC, their administrators, directors, agents, officers, volunteers, and employees, other participating regatta organizers, any sponsors, advertisers, and if applicable, owners and leasers 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.
5. AFFIRM my ability to swim and tread water for at least 10 consecutive minutes without assistance.
6. If applicable, AFFIRM my ability to pass a flip test with my privately-owned shell on a river with currents without assistance.
7. I further agree to abide by all policies and safety guidelines established for CRC. I certify that I have read the [CRC Rules, Policies, and Procedures Manual](#) (2019) and will not row when river conditions exceed water level requirements, when visibility is inhibited, or when OSU is having a scheduled water practice.

*I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing, and have signed 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: \_\_\_\_\_

Signature: \_\_\_\_\_

## Section II. Hold Harmless for Communicable Diseases including COVID-19

The novel coronavirus (“COVID-19”), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. While rules, guidance, and personal discipline may reduce this risk, the risk of serious illness and death does exist. **The Corvallis Rowing Club (“CRC”), Oregon State University (“OSU”) and USRowing cannot completely mitigate the transfer of communicable diseases like COVID-19 especially when involved in rowing-related activities. Participation in rowing-related activities includes possible exposure to and illness, injury, or death from infectious diseases including COVID-19.**

In consideration for providing CRC members the opportunity to participate in rowing-related activities, I voluntarily agree to waive and discharge any and all claims against the CRC, OSU, and USRowing and release them from liability for any exposure to or illness or injury from an infectious disease including COVID-19, including claims for any negligent actions of the CRC, OSU, and USRowing or their agents, to the fullest extent allowed by law, for myself, my estates, my heirs, my administrators, my executors, my assignees, and my successors.

I also agree to release, exonerate, discharge and hold harmless the CRC, OSU, and USRowing, their Board of Directors, the individual members thereof, and all officers, agents, employees, volunteers, and representatives from all liability, claims, causes of action, or demands, including attorney fees, fines, fees, or other costs (e.g. medical costs) arising out of any exposure to or illness or injury from an infectious disease including COVID-19, which may result from or in connection with my participation in CRC rowing-related activities and use of OSU facilities.

I further certify and represent that I have the legal authority to waive, discharge, release, and hold harmless the released parties on behalf of myself.

I also certify that I have read the CRC COVID-19 Guidelines that are available on the CRC website under “Club Files” <https://www.corvallisrowingclub.org/club-files>, should it be necessary to reinstate these, based on state and county guidances.

*I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing, and have signed 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: \_\_\_\_\_

Signature: \_\_\_\_\_

Section I of this form follows the same language as the official USRowing Release of Liability.