



# 2022 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 **1/1/2022-12/31/2022**, 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: \_\_\_\_\_