



UNITED STATES ROWING ASSOCIATION
Waiver of Liability, Assumption of Risk, and Indemnity Agreement

I the undersigned, for myself, my personal representatives, assigns, heirs, and next of kin, hereby agree that, as a condition of, and material inducement to USRowing's willingness to allow me to participate in Rowing Activities (as defined below) I agree as follows:

1. I ACKNOWLEDGE, agree and represent that I understand the nature of rowing activities, both on water and land based ("Rowing Activity(ies)"), and that I am qualified, in good health, and in proper physical condition to participate in such activity.
2. I 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 Rowing Activity, the condition in which the Rowing 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 or suffer as a result of my participation in the Activity.
3. I AGREE AND WARRANT that I will examine and inspect each Rowing 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 Rowing Activity and will refuse to take part in the Activity until the condition has been corrected to my satisfaction.
4. I HEREBY RELEASE, discharge, and covenant not to sue USRowing, the applicable rowing club and/or regatta, including their respective administrators, directors, agents, officers, partners, members, managers, officers, trustees, directors, volunteers, employees, agents or other representatives, other participating regatta organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises, on which the Rowing Activity takes place (collectively and individually, the "Releasees") 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 without limitation 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, losses, liabilities, damages, or costs which any may incur as a result of such claim, to the fullest extent permitted by law.
5. I will be familiar with, comply with, and be bound by the Rules and Regulations of USRowing, including but not limited to the USRowing Rules of Rowing (www.usrowing.org), the World Anti-Doping Code (www.usada.org), the codes, rules, policies and procedures of the U.S. Center for SafeSport (the "SafeSport Rules," www.SafeSport.org), including with respect to the exclusive authority and jurisdiction of the U.S. Center for SafeSport to investigate and resolve reported sexual misconduct and the discretionary authority to investigate and resolve reports of other misconduct, USRowing Safe Sport Policy, the USRowing Grievance Procedures, the USRowing Safe Guidelines, the USRowing Bylaws and other governance documents, and the rules, policies, procedures and bylaws of the United States Olympic and Paralympic Committee, and all other policies, procedures, rules or regulations adopted by USRowing from time to time (collectively, the "**USRowing Policies**"). I further agree that arbitration pursuant to the binding arbitration provisions of the SafeSport Rules shall be the exclusive method to resolve any dispute over any disciplinary action taken by USRowing as a result of a U.S. Center for SafeSport investigation (the "Arbitration Procedure"). 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.
6. For myself, my personal representatives, heirs, and next of kin, I: (a.) Affirm that I have not been diagnosed with, demonstrated any symptoms of or have in any way been exposed to any communicable diseases (including but not limited to the virus commonly referred to as COVID-19) within the last 14 days, or that I have complied with all local, state and federal guidelines and regulations as related to communicable diseases; (b.) Acknowledge that I am aware that by entering the premises and participating in Rowing Activities that there are risks to me and to those with whom I interact of exposure, directly or indirectly, to communicable disease(s) including but not limited to the virus "severe acute respiratory syndrome coronavirus 2 (SARSCoV-2)", "COVID-19" and/or any mutation or variation thereof; (c.) HEREBY RELEASE, discharge, and covenant not to sue the Releasees from all liability to myself, personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefor, whether caused by the negligence of the Releasees or otherwise; (d.) HEREBY agree to INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them from any loss, liability, damage, or cost they may incur arising out of or related to my illness or death, whether caused by the negligence of the Releasees or otherwise I HAVE READ THIS COMMUNICABLE DISEASE RELATED HOLD HARMLESS, RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

7. Without limitation to anything in the foregoing, to the extent I am a resident of Florida executing this Agreement as a parent or guardian of a minor, I agree to the following in accordance with Florida Statute 744.301:

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF USROWING AND USROWING AFFILIATED PARTIES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM USROWING AND USROWING AFFILIATED PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND USROWING HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

8. Except as limited by the USOPC [NGB Athlete Agreement](#) Policy, including but not limited to the use of athlete-featuring images for commercial purposes or any third party as those terms are defined in the USOPC NGB Athlete Agreement Policy, I hereby grant to USRowing a perpetual and royalty-free license throughout the world to utilize my likeness, image, voice, logo and/or words incidental to any pictures, television, radio, videotapes, recordings, film, the internet, or any other form or medium now known or hereinafter devised (collectively, the "NIL"), to the extent created or captured during the Rowing Activities, without compensation, payment royalties, notification, or permission for the non-commercial purpose of promoting the sport of rowing, and to otherwise further USRowing's mission. I further waive the right to inspect and/or examine all representations of the NIL, and waive any and all rights and claims, including future rights and claims to such representations and any interest therein. I release and discharge USRowing and its affiliates from any liability by virtue of distortion, blurring, alteration, optical illusion, digital scanning and manipulation, and/or use of the NIL in composite form, whether the same is intentional, or otherwise. I understand that USRowing and its affiliates may use any process or procedure resulting in the completion of the finished product for publication, display, copyright, or distribution except as otherwise limited by the USOPC NGB Athlete Agreement Policy.
9. I acknowledge that all disputes arising under this Agreement are to be governed by USRowing Policies, including but not limited to the procedures for prompt and equitable resolution detailed in the USRowing Code of Conduct (including the Grievance Procedures incorporated therein). You agree that any such disputes shall be resolved exclusively through USRowing's Grievance Procedures, that the foregoing constitutes a binding agreement to arbitrate such disputes within the meaning of the Federal Arbitration Act, and that any decision or award issued pursuant to USRowing's Grievance Procedures may be enforced in any court of competent jurisdiction.
10. Except for the USRowing Policies, all of which are incorporated into this Agreement, this Agreement constitutes the entire and exclusive agreement between the parties relating to the subject matter hereto and supersedes any oral or other understanding. The Agreement may only be modified in writing executed by a duly authorized representative of USRowing.
11. At all times during the Term, you will comply with all applicable statutes, rules, regulations, orders and restrictions of any governmental authority or any instrumentality or agency thereof having jurisdiction over you, and shall maintain any required permits or licenses as may be required in connection therewith.
12. By registering for membership with USRowing, I confirm that I am either (i) at least 18 years old, or (ii) the parent or guardian of the minor member for whom I am registering, and I have the legal authority to bind that minor to the terms of this Agreement. If I am registering on behalf of a minor, I acknowledge and agree that I, as the minor's parent or legal guardian, am responsible for the minor's compliance with all the terms and conditions of this Agreement. I acknowledge and agree that USRowing is relying on the representations made in this paragraph as a material inducement for allowing me (if I am 18 years or older), or the minor for whom I am signing as parent or legal guardian, to participate in the Rowing Activities.

13. Without limiting the generality of the foregoing, it is my duty to comply with all anti-doping rules of the World Anti-Doping Agency (WADA), World Rowing, the USOPC including the USOPC National Anti-Doping Policy, and of the U.S. Anti-Doping Agency (USADA), including the USADA Protocol for Olympic and Paralympic Movement Testing (USADA Protocol) and all other policies and rules adopted by WADA, World Rowing, the USOPC and USADA (collectively, the "Anti-Doping Rules"). I agree to submit to drug testing by World Rowing and/or USADA or their designees at any time and understand that the use of methods or substances prohibited by the applicable anti-doping rules make me subject to penalties including, but not limited to, disqualification and suspension. If it is determined that I may have committed a doping violation, I agree to submit to the results management authority and processes of USADA, including arbitration under the USADA Protocol, or to the results management authority of World Rowing, if applicable or referred by USADA.

Further, I acknowledge that it is the duty of all Athletes, Athlete Support Personnel and other Persons (as those terms are defined in the World-Anti Doping Code), by virtue of their participation in the Olympic, Paralympic, Pan American, Parapan American or Youth Olympic Games, participation in an Event or Competition organized or sanctioned by an NGB, PSO or HPMO, participation on a national team, utilization of a USOPC Training Center, receipt of benefits from the USOPC or USRowing, inclusion in the Registered Testing Pool, or otherwise subject to the World Anti-Doping Code to comply with all anti-doping rules of WADA, World Rowing, the USOPC, and of the U.S. Anti-Doping Agency (USADA), including the USADA Protocol for Olympic and Paralympic Movement Testing (USADA Protocol) and all other policies and rules adopted by WADA, World Rowing and USADA. If it is determined that an Athlete, Athlete Support Personnel, or other Person may have committed a doping violation, the individual agrees to submit to the results management authority and processes of USADA, including arbitration under the USADA Protocol, or to the results management authority of World Rowing, if applicable or referred by USADA. In addition, Athletes agree to submit to drug testing by World Rowing and/or USADA or their designees at any time and understand that the use of methods or substances prohibited by the applicable anti-doping rules make them subject to penalties including, but not limited to, disqualification and suspension.

I agree that before taking any medications I will check the prohibited status of such medications at www.globaldro.com. In some situations, an athlete may have an illness or condition that requires the use of a medication listed on the WADA's Prohibited List, in which case USADA can grant a Therapeutic Use Exemption (TUE).

14. (a.) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns; (b) unless prohibited by applicable law, USRowing shall have the right to assign or transfer this Agreement without my consent and without prior notice to me; (c) the Agreement and my obligations hereunder, shall survive any cancellation or termination of the Rowing Activities; (d) if any term or provision of this Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement, and to the extent permitted by applicable law, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable; and (e) this Agreement is entered into and shall be governed by the internal laws of the State of New York without regard to principles of conflicts of law.

PRINTED NAME OF PARTICIPANT: _____ Date of Birth: ____/____/____

Address: _____

City, State/Zip: _____

Phone: _____

Organization (if applicable): _____

Signature: _____ Date: _____

PARENTAL/GUARDIAN NAME & SIGNATURE (IF PARTICIPANT IS UNDER 18 YEARS OF AGE):

PRINTED NAME OF PARENT/GUARDIAN: _____

Parent/Gaurdian Signature: _____ Date: _____

