Participant Waiver and Release of Liability

Nereid Boat Club · Rutherford, New Jersey · Est. 1868

Please read carefully. This document affects your legal rights. Every participant must have a signed waiver on file before going on the water or taking part in any Nereid Boat Club practice, class, camp, lesson, regatta, or event. Participants under 18 must have a parent or legal guardian sign.

PARTICIPANT INFORMATION

Participant full name _____ Date of birth _____

Address _____

Phone _____ Email _____

Program (e.g. Youth Novice, Recreational Masters, Learn to Row) _____ Season / year _____

1. ACTIVITIES COVERED

This waiver covers all activities offered, organized, or supervised by Nereid Boat Club ("the Club"), including rowing and sculling on the Passaic River and other waterways, coaching launch travel, land and indoor training (including ergometers, weights, and running), boat handling and rigging, travel to and from regattas, and social or volunteer events (together, "the Activities").

2. ASSUMPTION OF RISK

I understand that the Activities involve inherent risks that cannot be fully eliminated, including but not limited to:

1. Capsizing, falling into the water, drowning, and exposure to cold water, hypothermia, heat illness, lightning, and changing weather or river conditions.
2. Collisions with other boats, launches, bridges, docks, debris, or submerged objects.
3. Injuries from oars, riggers, boats, equipment, and lifting or carrying shells.
4. Muscle, joint, back, and overuse injuries, cardiac events, and other medical emergencies from strenuous exercise.
5. Exposure to water-borne bacteria or pollutants, and slips, trips, and falls on docks and grounds.
6. Risks arising from the actions of other participants, coaches, volunteers, or third parties, and from travel to and from Club activities.

Knowing these risks, I voluntarily choose to participate and accept all risks of injury, illness, death, and property damage, whether known or unknown.

3. RELEASE AND WAIVER OF CLAIMS

To the fullest extent permitted by New Jersey law, I release, waive, and agree not to sue Nereid Boat Club, its officers, trustees, members, coaches, employees, volunteers, and agents (the "Released Parties") for any injury, illness, death, loss,

or damage arising out of or related to the Activities, including claims caused by the ordinary negligence of any Released Party. This release does not apply to gross negligence or willful or reckless misconduct.

4. INDEMNIFICATION

I agree to indemnify and hold harmless the Released Parties from any claims, costs, or expenses (including reasonable attorney’s fees) brought by me or on my behalf, or arising from my own conduct during the Activities.

5. SWIM ABILITY AND SAFETY RULES

I confirm that the participant can swim and can tread water and remain calm if a boat capsizes. I will complete the swim verification section on registration and notify a coach of any change. I agree to follow all Club safety rules, coach and launch-driver instructions, the Club's Membership and Safety Guide, and USRowing and SafeSport policies. The Club may suspend or remove any participant who does not follow safety rules.

6. HEALTH AND MEDICAL TREATMENT

I confirm the participant is physically able to take part and will tell a coach about any medical condition, injury, allergy, or medication that could affect safe participation. In an emergency, I authorize Club coaches and staff to obtain emergency medical care, transportation, and treatment for the participant, and I accept responsibility for the cost of that care.

Medical conditions, allergies, or medications (write "none" if none)

Emergency contact name & relationship

Emergency contact phone

7. PHOTO AND MEDIA RELEASE

☐ I give permission for the Club to use photos and video of the participant taken during Club activities on its website, social media, and promotional materials.

☐ I do **not** give permission for photo or video use.

8. GENERAL TERMS

This waiver remains in effect for the season listed above and all Activities during that season. It is governed by the laws of the State of New Jersey. If any part is found unenforceable, the rest remains in full effect. I have read this document, understand it, and sign it voluntarily.

PARTICIPANT SIGNATURE (18 AND OVER)

Participant signature

Date

PARENT OR GUARDIAN SIGNATURE (PARTICIPANTS UNDER 18)

I am the parent or legal guardian of the participant named above. I have read this waiver, agree to its terms on my own behalf and on behalf of the participant, and give permission for the participant to take part in the Activities.

Parent / guardian printed name

Relationship to participant

Parent / guardian signature

Date

How to return this form: Hand the signed waiver to your coach, or scan or photograph it and email it to **programs@nereidbc.org**. Participants may not go on the water until a signed waiver is on file.