

First Coast Rowing Club Youth Rowing Release

PARENTAL CONSENT RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT 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 FIRST COAST ROWING CLUB USES 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 FIRST COAST ROWING CLUB 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 FIRST COAST ROWING CLUB HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

In consideration of my minor child being given the opportunity to participate in activities of First Coast Rowing Club from August 31, 2019 to August 31, 2020 I acknowledge by signing below that I:

1. Understand the nature of rowing activities are both water and land-based, and believe the Minor to be qualified, in good health, able to swim and in proper physical condition to participate in such activity. I further agree to instruct the Minor that if at any time the Minor believes conditions to be unsafe, s/he will immediately discontinue further participation in the Activity.
2. Fully understand that: A) ROWING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH; B) THAT THESE RISKS AND DANGERS MAY BE CAUSED BY THE MINOR'S OWN ACTIONS OR INACTIONS, AS WELL AS THE ACTIONS OR INACTIONS OF OTHERS PARTICIPATING IN THE ACTIVITY; C) That 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 all such risks and all responsibility for losses, costs and damages incurred as a result of the Minor's participation in the Activity.
3. Willingly consent for my child, whose name shows below, to participate in supervised rowing activities, including, but not limited to, movement on and around docks, rowing in boats, and transport in coaching launches. I understand that all on-water activities at the First Coast Rowing Club Training Site will be supervised by First Coast Rowing Club coaches or their designees, with launches equipped with Coast Guard-approved safety items.
4. Release, discharge and hold harmless the Stanton Rowing Foundation, Inc., d/b/a First Coast Rowing Club, Florida Scholastic Rowing Association and its member schools and clubs, and the US Rowing Association, as well as any officers, agents and employees of these, exercising reasonable care within their scope of employment, from liability growing out of personal injuries and property damage resulting from or occurring during the aforementioned activities.
5. 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 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. 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, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or any cost that may incur as the result of any such claim.

Print Name of Minor Participant

Parent Signature

Date

