

## LYC Rowing - Waiver

Participant's Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ RCA number \_\_\_\_\_

Male \_\_\_\_\_ Female \_\_\_\_\_ Prefer not to say \_\_\_\_\_

Parent(s)/Guardian(s) Name (if 18 & under): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Emergency contact name and phone number(s): \_\_\_\_\_  
MSI number \_\_\_\_\_

### **WAIVER, RELEASE and INDEMNIFICATION:**

#### **This is a legal document. Please read carefully.**

In consideration of the Lunenburg Yacht Club permitting me to use rowing equipment available through LYC Rowing, including rowing shells, oars and dollies, and attachments and accessories to that equipment, (the "rowing equipment"), I the undersigned, for myself, and, in the event of my death or incapacity, my heirs, next-of-kin, executors, administrators and representatives, agree with the Lunenburg Yacht Club, its Board of Directors, officers, agents and employees, coaches, contractors, members, volunteers, the Rowing Coach and members of the Rowing Committee, other participants, any and all clubs, associations, and all respective agents, officials, volunteers, servants, and representatives and owners and lessors of any premises on which any of the Rowing Activities takes place (collectively the "Releasees") as follows:

**I WARRANT AND REPRESENT**, both now and throughout my participation in the Rowing Activities, that:

I understand that rowing in a cold-water environment is physically demanding and is a potentially dangerous activity. It has unavoidable risks such as hypothermia and drowning and weather conditions may be adverse and greatly increase the danger.

I understand that boats, such as the Rowing Equipment, designed for rowing in coastal waters, including but not limited to surf, rough water and swells, are unstable and that rowers face away from the direction in which they are rowing.

I understand that use of the Rowing Equipment involves danger and the risk of serious bodily injury, including but not limited to partial or permanent disability, paralysis, death, and other risks, such as social or economic loss, either unknown or not foreseeable now (collectively the "Risks").

I further understand that the Risks may arise from dangers including, but not limited to, the physical exertion involved in rowing; carrying boats, placing boats in and lifting them out of the water and storage locations; collision with another boat, or a floating or stationary object; equipment malfunction; capsizing; and swamping in waves caused by passing vessels or adverse weather.

I understand that my own action or inaction, the action or inaction of others, the conditions in which use of the Rowing Equipment takes place, or the negligence of one or more of the Releasees may expose me to danger and the Risks. I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the LYC Rowing program

I certify that I am medically fit to participate without risk to myself or others. I understand that I am totally responsible for my own safety.

**I AGREE THAT:**

I will obey all safety rules established by LYC Rowing and all safety rules established by Row Nova Scotia and Rowing Canada Aviron.

I will obey all rules, regulations and directions as required by Transport Canada, the Canadian Coast Guard or other agency of the governments of Canada or Nova Scotia in the use of the Rowing Equipment.

I am responsible for my own safety and will use the Rowing Equipment within the limits of my abilities. Any time I believe that use of the Rowing Equipment or the conditions in which I am using it are unsafe or beyond my abilities, I will immediately cease to use the Rowing Equipment.

I fully accept and assume the Risks and full responsibility for all injury, damages, loss and costs I may cause arising from my use of the Rowing Equipment.

I will indemnify, save and hold harmless the Releasees from any and all liability for any property damage or personal injury to the Releasees or any of them, or to any third party, resulting from my use of the Rowing Equipment.

If, despite this Agreement, I or anyone on my behalf makes a claim against the Releasees or any of them, I will indemnify, save and hold harmless the Releasees and each of them from any liability, claims, demands, loss, damages or costs which they or any of them may incur as a result of that claim.

**I HEREBY WAIVE ANY AND ALL CLAIMS THAT I HAVE OR IN THE FUTURE MAY HAVE AGAINST THE RELEASEES AND RELEASE AND FOREVER DISCHARGE THE RELEASEES** and each of them from any and all liability for any loss, damage, expense or injury, including death, that I or any of my next-of-kin may suffer arising from my use of the Rowing Equipment due, or alleged to be due, to any cause whatsoever, in whole or in part, including but not limited to negligence, breach of contract, breach of any statutory or other duty of care, of the Releasees or any of them, and further including but not limited to failure on the part of the Releasees or any of them to safeguard and protect me from the Risks and the dangers of using the Rowing Equipment, and negligence in any rescue operations any of them may undertake.

**Photo Release**

Further, I hereby grant permission to any of the above to disseminate photographs, videos or other event result information to the public, through any medium they so choose, from time to time.

**By signing this Waiver, I acknowledge having read, understood and agreed to the above. This document will bind my heirs, executors, administrators, successors, and assigns.**

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent/Guardian (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_