

Detroit Boat Club Crew: A Friends of Detroit Rowing Program Waiver

IN CONSIDERATION of being given the opportunity to participate in Detroit Boat Club Crew/Friends of Detroit Rowing activities, 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, both on water and land based, 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 (Risks:); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the 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 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 as a member of the Organization 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 the Detroit Boat Club Crew/Friends of Detroit Rowing, their administrators, directors, agents, officers, volunteers and employees, other participating organizers, any sponsors, advertisers, and if, applicable, owners and lessors 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, EXCEPT FOR CLAIMS BASED ON INTENTIONAL OR RECKLESS CONDUCT OF ANY PARTY; 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 any may incur as a result of such claim, including my failure to adhere to Detroit Boat Club Crew policies, or if my conduct is improper or harmful to the best interests of Friends of Detroit/Detroit Boat Club Crew members; EXCEPT TO THE EXTENT THE LOSSES RESULT FROM FRAUD, BREACH OF CONTRACT, OR INTENTIONAL MISCONDUCT BY THE FRIENDS OF DETROIT ROWING/DETROIT BOAT CLUB CREW AFFILIATED PARTIES;

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. I also agree to abide by all the Detroit Boat Club Crew/Friends of Detroit Rowing rules and procedures and pay all fees and costs when due.

PARENTAL CONSENT (if participant is under the age of 18).

AND I, the minor's parent and/or legal guardian, understand the nature of rowing activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue, and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasee, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost any may incur as the result of any such claim, to the fullest extent permitted by law.

Session/Program: _____

Participant Name (printed): _____

Participant Signature: _____ Date: _____

Parent / Guardian Name (printed): _____

Parent / Guardian Signature: _____ Date: _____

FODR PHOTO RELEASE

IN CONSIDERATION of being given the opportunity to participate in sanctioned FODR events, I, for myself, my personal representatives, assigns, heirs, and next of kin:

Hereby Grant my specific permission to Friends of Detroit Rowing (FODR) and the Detroit Boat Club Crew (DBCC) and their directors, officers, employees, volunteers, regatta organizers, sponsors, advertisers, participants and agents to make and/or obtain photographic images of me while participating as a DBCC member, (either at practice, regattas, or other FODR approved events), and to publish, copyright, distribute, and/or display photographic images of me. I further waive the right to inspect and/or examine all photographs and/or written texts to which the images may be applied before use. I also waive all rights and claims, including future rights and claims to such photographic images and any interest therein. I hereby release and discharge FODR, its directors, officers, employees, volunteers, regatta organizers, sponsors, advertisers, participants, agents, licensees, affiliates, and assigns from all liability by virtue of distortion, blurring, alteration, optical illusion, digital scanning and manipulation, and/or in composite form, whether the same is intentional, or otherwise. I understand that FODR, its directors, officers, employees, volunteers, regatta organizers, sponsors, advertisers, participants, agents, licensees, affiliates, and assigns, may use any process or procedure resulting in completion of the finished product for publication, display, copyright, or distribution.

HEREBY GRANT my specific permissions to FODR its directors, officers, employees, volunteers, regatta organizers, sponsors, advertisers, participants, agents, licensees, affiliates, and assigns a fully paid-up, non-exclusive , worldwide right and license to use, display or otherwise exploit my name, nickname, voice, photograph, statements and biographical information, and likeness, as well as images of me in motion picture, videotape, electronic, and similar formats (‘My Image’) so long as My Image relates to my participation in FODR sanctioned activities, whether in original or modified form. I waive my rights to any privacy.

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 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.

Session/Program: _____

Participant Name (printed): _____

Participant Signature: _____ Date: _____

Parent / Guardian Name (printed): _____

Parent / Guardian Signature: _____ Date: _____