



FRIENDS OF SCHOLASTIC CREW, INC.
ROWING WAIVER AND RELEASE

IN CONSIDERATION of and as a condition to my being permitted to participate on the McQuaid Jesuit Crew team (“McQuaid Jesuit Crew”) during the 20__-20__ scholastic year and any Rowing Activities (as defined below) in the summer months immediately following that scholastic year, I, for myself, my personal representatives, assigns, heirs, and next of kin, hereby:

1. ACKNOWLEDGE, AGREE AND REPRESENT that I understand the nature of all activities associated with participating in McQuaid Jesuit Crew, including but not limited to practices, training, races and regattas (collectively, the “Rowing Activities”), both on land and on water, and that I have no reason to believe that I am not qualified, in good health and in proper physical condition to participate in all Rowing Activities;
2. ACKNOWLEDGE AND UNDERSTAND that: (a) Rowing Activities involve risks and potential for serious bodily injury, including permanent disability, paralysis and death (“Risks”); (b) these Risks may be caused by my own actions, or inactions, the actions or inactions of others participating in Rowing Activities, or the conditions in which the Rowing Activities take place; and (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 all injury, loss, damage or expense that I may incur as a result of my participation in McQuaid Jesuit Crew and the Rowing Activities, and I WAIVE all claims whatsoever against each Releasee named below related to such participation;
3. AGREE that I will become knowledgeable and familiar with each of the Rowing Activities in which I take part as a member of the McQuaid Jesuit Crew 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 Activities and will refuse to take part in the Rowing Activities until the condition has been corrected to my satisfaction;
4. RELEASE, DISCHARGE AND WAIVE all rights to bring any legal action against the Friends of Scholastic Crew, Inc., McQuaid Jesuit High School, United States Rowing Association, Genesee Waterways Center, Inc., Pittsford Indoor Rowing Center, Inc., or their administrators, directors, agents, officers, volunteers or employees, or any other participating regatta organizer, sponsor, advertiser, and if applicable, owner or lessor of premises on which the Rowing Activities take place (each considered a “Releasee” herein), from all liability, claims, demands, damages, losses, costs or expenses suffered or incurred by me whatsoever as a result of my participation in McQuaid Jesuit Crew and the Rowing Activities; and
5. AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS each Releasee from all liability, claims, demands, damages, losses, costs and expenses, including but not limited to attorney's fees, incurred by such Releasee as a result of any claim arising from or related to my participation in McQuaid Jesuit Crew or the Rowing Activities.



I have read this agreement, fully understand its terms, and understand that I have given up substantial rights by signing it. I have signed it freely and without any inducement or assurance of any nature, and I intend it be a complete and unconditional waiver and release of all liability to the greatest extent allowed by law. I agree that if any portion of this agreement is held to be invalid or unenforceable, the balance, notwithstanding, shall continue in full force and effect.

Printed Name of Participant: _____ Date: _____

Address: _____ Phone: _____

Participant Signature (only if 18 or over) _____

IF PARTICIPANT IS UNDER THE AGE OF 18

Printed Name of Parent/Guardian: _____ Date: _____

Address: _____ Phone: _____

Parent/Guardian Signature _____