

## **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

IN CONSIDERATION of being given the opportunity to participate as an athlete, in any Bedford Crew Club (“BCC”) activity, including scheduled, supervised club activities, practices and regattas, until the end of this calendar year, I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. I ACKNOWLEDGE, agree and represent that I understand the nature of rowing activities including but not limited to such activities both on water and land based (“Rowing Activities”), and that I am qualified, in good health, and in proper physical condition to participate in such Rowing Activities.
2. **I FULLY UNDERSTAND THAT ROWING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY**, including without limitation, broken bones, head or neck injuries, trauma, pain & suffering, permanent disability, paralysis and death, loss of or damage to personal property, exposure to extreme conditions, accidents involving other participants, event staff, volunteers or spectators, contact or collision with other participants or natural or manmade objects, adverse weather or premises conditions, inadequate safety measures, participants of varying skill levels, situations beyond the immediate control of the event organizers, and other not readily foreseeable and presently unknown risks and dangers (“Risks”). These Risks may be caused by my actions, or inactions, the actions or inactions of others participating in the Rowing Activity, the condition in which the Rowing Activity takes place, or the actions or omissions, **including but not limited to the negligence of BCC** and the Released Parties defined below; 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 Rowing Activity.
3. I AGREE AND WARRANT THAT I will examine and inspect each Rowing Activity in which I take part 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 Activity and will refuse to take part in the Rowing Activity until the condition has been corrected to my satisfaction.
4. I HEREBY GRANT my specific permission to BCC, Bedford High School, volunteers, regatta or event organizers, sponsors, advertisers, participants, agents, and assigns to take photos of me during Rowing Activities and to publish, copyright, distribute and/or display such photos taken of me without compensation. I waive the right to review photos and/or written text to which the images may be applied before use. I also waive any and all rights and claims, including future rights and claims, to such photos and any interest therein.
5. **I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE** BCC, Bedford High School, SAU #25, their administrators, directors, agents, officers, volunteers, contractors and employees, other participating organizers, any sponsors, advertisers, owners and lessors of premises on which the Rowing Activity takes place, including without limitation Northeast Record Retention, LLC, and Russell Letendre (collectively, the “Released Parties”), 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 Released Parties, including negligent rescue operations; I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement (this “Agreement”), I, or anyone on my behalf, makes a claim against any of the Released Parties, **I WILL INDEMNIFY, SAVE AND HOLD HARMLESS** each of those named on this form from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as a result of such claim, to the fullest extent permitted by law.
6. **I HEREBY ACKNOWLEDGE AND AGREE THAT I HAVE READ THIS AGREEMENT IN ITS ENTIRETY, 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.**

Participant Name: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature of Participant (if over 18): \_\_\_\_\_

Date: \_\_\_\_\_

**Agreement and Consent of Parent/Guardian:** I, the minor participant's parent and/or legal guardian, have read the terms of this Agreement in its entirety, in consideration of the minor being given the opportunity to participate in Rowing Activities, I specifically agree, for myself, my personal representatives, assigns, heirs, and next of kin, that I shall be bound by the terms of this Agreement and hereby do specifically agree to all such terms and further **HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE ANY OF THE RELEASED PARTIES**, 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 Released Parties or otherwise, including negligent rescue operations; I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim against any of the Released Parties, **I WILL INDEMNIFY, SAVE AND HOLD HARMLESS** each of those Released Parties from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of such claim, to the fullest extent permitted by law.

**Signature of Parent/Guardian:**

\_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Printed Name**