

## WICHITA ROWING ASSOCIATION WAIVER

WICHITA ROWING ASSOCIATION (WRA) - ROWING RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT ("AGREEMENT")



IN CONSIDERATION of being given the opportunity to participate in any way in WRA 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, including, without limitation, both on water and land based, and that I am qualified, in good health, and in proper physical condition to participate in the WRA rowing activities.
2. FULLY UNDERSTAND that: (a) ROWING ACTIVITIES INVOLVE RISKS AND DANGERS of serious bodily injury, including permanent disability, paralysis, and death ("Risks and Dangers"); (b) these Risks and Dangers may be caused by my own actions, or inactions, the actions or inactions of others participating, the condition in which the rowing activities 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 DANGERS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the rowing activity.
3. AGREE AND WARRANT that I will examine and inspect each activity of the rowing activities 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 activities and will refuse to take part in the rowing activities until the condition has been corrected to my satisfaction.
4. HEREBY RELEASE, discharge, and covenant not to sue the Club, host organization, Wichita Rowing Association (WRA), their administrators, directors, agents, officers, members, volunteers, and employees, other participants, organizers, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the rowing activities 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; 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 the result of such claim to the fullest extent permitted by law.
5. IN CONSIDERATION of being permitted to compete, officiate, observe, work, or participate in any way in the event, I for myself, my personal representatives, heirs, and next of kin: (a) Affirm that I have not been diagnosed with, demonstrated any symptoms of or have in any way been exposed to any communicable diseases (including but not limited to the virus commonly referred to as COVID-19) within the last 14 days, or that I have complied with all local, state and federal guidelines and regulations as related to communicable diseases; (b) Acknowledge that I am aware that by entering the premises and participating in rowing-related and sponsored activities that there are risks to me and to those with whom I interact of exposure, directly or indirectly, to communicable disease(s) including but not limited to the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV2)", "COVID-19" and/or any mutation or variation thereof; (c) HEREBY RELEASE, discharge, and covenant not to sue Wichita Rowing Association, the Regatta, their administrators, directors, agents, officers, volunteers and employees, other participating regatta organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises, on which the Activity takes place, all for the purposes herein referred to as "Releasees", from all liability to the undersigned, his personal representatives, assigns, heirs, and

next of kin for any and all loss or damage, and any claim or demands therefor, whether caused by the negligence of the Releasees or otherwise; (d) HEREBY agree to INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur arising out of or related to my illness or death, whether caused by the negligence of the Releasees or otherwise.

6. HEREBY ACKNOWLEDGE AND AGREE and by my signature below, or that of my parent or guardian, attest that 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.
7. PARENTAL CONSENT 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 the rowing activities and to understand and abide by WRA regulations, including safety procedures contained in WRA's Race Requirements and Rules. I hereby release, discharge, covenant not to sue, and AGREE TO INDEMNIFY 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 in 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 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 Releasee may incur as the result of any such claim to the fullest extent permitted by law.

A WAIVER MUST BE READ AND AGREED TO BY EACH INDIVIDUAL PARTICIPATING IN THE ROWING ACTIVITIES.

I have read and understood this waiver.

---

Participant's Printed Name \_\_\_\_\_ Date \_\_\_\_\_

---

Participant's Signature \_\_\_\_\_ Date \_\_\_\_\_

---

Parent or Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_  
(only if participant is under the age of 18)

PERSON TO CONTACT IN CASE OF EMERGENCY:

Name \_\_\_\_\_ Relation \_\_\_\_\_

Address \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ Work Phone \_\_\_\_\_