



Consent and Release of Liability Form

IN CONSIDERATION of being given the opportunity to participate in any way in any Bare Hill Rowing Association/Bromfield Acton-Boxborough Rowing ("Program") activities ("Activity") until the end of this year, 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 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 Program 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 Bare Hill Rowing Association/Bromfield Acton-Boxborough Rowing or the Town of Harvard, and their administrators, board members, directors, agents, officers, volunteers, and employees, other participants, 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; 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; and
- 5. WILL ABIDE** by the Program rules, regulations and policies and failure to do so may result in my immediate expulsion from the Program.
- 6. PHYSICAL EXAMINATION** -Agree to submit proof of a medical examination that is less than thirteen (13) months old at the time each season begins. A valid, unexpired copy of a physical exam on file may be satisfactory for subsequent seasons.
- 7. ACADEMIC STANDARDS** -Agree to maintain an average of C (2.0) or higher, as well as not having failed more than two classes to be eligible for athletic participation. Student athletes must be enrolled in at least four major classes during the season to remain eligible. See Student Handbook for more information.
- 8. CODE OF CONDUCT AND BEHAVIOR** – Agree to proper conduct at all times, on or off the water. The athlete is aware that nothing worthwhile is accomplished without hard work and sincere desire to succeed. The athlete also understands this means making a commitment to attending all practices, contests, and team meetings. The athlete must be willing to sacrifice his/her own desires for the good of the team. Athletes are expected to show proper respect and courtesy to all coaches, teachers, administrators, officials, spectators, facilities, equipment, and opponents at all times. Behavioral problems and rule violations will result in disciplinary action.

I have read this agreement, fully understand its items, 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.

PRINT NAME OF PARTICIPANT: _____ Grade: _____
 PARTICIPANT'S SIGNATURE: _____ Date: _____

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 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 any may incur as the result of such claim.

PRINTED NAME OF PARENT/GUARDIAN: _____ Date: _____
 PARENT/GUARDIAN SIGNATURE: _____