



IN CONSIDERATION of being given the opportunity to participate in any **XAVIER PREP CREW (“Club”) activities (“Activity”)** until the end of the calendar year 2023, I **HEREBY:**

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.

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 action or inactions of others participating in the Activity, the condition in which the Activity takes place or the negligence of the Releases 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 this Activity.

HEREBY RELEASE, discharge, and covenant not to sue US Rowing, the City of Tempe, Xavier Prep Crew and Xavier College Preparatory, 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, (each considered 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 Releases 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 may incur as a result of such claim.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it 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.

Printed Name of Participant: _____

Street Address _____

City, State, Zip _____ Phone: _____

Participant’s Signature: _____ Date: _____

PARENTAL CONSENT: 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 is, despite this release, I, the minor, or anyone on the minor’s behalf makes a claim against any of the above Releases, **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: _____

Street Address _____

City, State, Zip _____ Phone: _____

Parent/Guardian Signature: _____ Date: _____