



## Xavier Prep Crew Release of Liability

For and in consideration of the undersigned participant's registration with Arizona Junior Rowing, an Arizona nonprofit corporation dba Xavier Prep Crew and Xavier College Preparatory High School (collectively "Xavier Prep Crew") and being allowed to participate in Xavier Prep Crew events and team activities, participant (and the parent(s) or legal guardian(s) of participant, if applicable) waive, release and relinquish any and all claims for liability and cause(s) of action, including for personal injury, property damage, wrongful death occurring to participant, arising out of participating in Xavier Prep Crew events, team activities, the sport of rowing and/or activities incidental thereto including, without limitation, transportation to and from team events, whenever or however they occur and for such period as said activities may continue. By this agreement any such claims, rights and causes of action that participant (and participant's parent(s) or legal guardian(s) if applicable) may have are hereby waived, released and relinquished and participant (and participant's parent(s) or legal guardian(s) if applicable) does (do) so on behalf of my/our and participant's heirs, executor, administrators and assigns.

Participant (and participant's parent(s) or legal guardian(s) if applicable) acknowledge, understand and assume all risks relating to rowing and any team activities and understand that rowing and team activities involve risks to participant's person including bodily injury, partial or total disability, paralysis or death and damages which may arise there from and that I/we have full knowledge of the risks. These risks and dangers may be caused by the negligence of the participant or of others including the "releasees" identified below. These risks and dangers include but are not limited to, those arising from participating in and transportation to and from workout or race locations. I/We further acknowledge that there may be risks and dangers not known to us or not reasonably foreseeable at this time. Participant (and participant's parent(s) or legal guardian(s) if applicable) acknowledge, understand and agree that all of the risks and dangers described in this agreement are included within this waiver, release and relinquishment as described in the preceding paragraph. I/We agree to abide by and be bound under the rules of US Rowing, Xavier Prep Crew and the rules and regulations applicable to participation in any rowing regatta or event and with the By Laws of Xavier Prep Crew. Copies of By-Laws are available to all members of Xavier Prep Crew upon written request.

Participant (and participant's parent(s) or legal guardian(s) if applicable) acknowledge, understand and assume the risks arising from transportation to regattas and the conditions and use of regatta locations and related premises and acknowledge and understand that included within the scope of this waiver and release is any cause of action (including any cause of action based on negligence) arising from the performance or failure to perform, maintenance, inspection, supervision or control of the regatta areas or the transportation equipment and for the failure to warn of dangerous conditions existing at such race or activity locations.

Participant (and participant's parent(s) or legal guardian(s) if applicable) agree that if any claim for participant's personal injury or wrongful death is commenced against releasees, he/she shall defend, indemnify and save harmless releasees from any and all claims or causes of action by whomever or wherever made or presented for participant's personal injuries, property damage or wrongful death. It is the purpose of this agreement to exempt, waive and relieve releasees from liability for personal injury, property damage and wrongful death including if caused by negligence, including the negligence, if any, or releasees. "Releasees" include Xavier Prep Crew and Xavier College Preparatory, their respective affiliate associations, member teams, event hosts other participants, coaches, officials, sponsors, advertisers, owners and operators of the premises used to conduct any event and each of them, their officers, directors, agents and employees.

Participant (and participant's parent(s) or legal guardian(s) if applicable) acknowledge that they have been provided and have read the above paragraphs and have not relied upon any representations of releasees, that they are fully advised of the potential dangers of rowing and understand these waivers and releases are necessary to allow team rowing and the associated transportation to exist in its present form.

Athlete's Name (print) \_\_\_\_\_ Athlete's Date of Birth \_\_\_\_\_

Athlete's Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian Name (print) \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_