

VOLUNTEER RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT ("AGREEMENT")

IN CONSIDERATION of being given the opportunity to participate in any Boathouse activities which occur on or in proximity to the premises, including but not limited to the lands under water or dock or water areas adjacent to the Premises or arise out of or as a result of activities which in part take place at the Boathouse and in part at other locations, ("Activity"), I, for myself, my personal representatives, heirs, and next of kin:

1 **ACKNOWLEDGE**, agree and represent that I understand the nature of boating/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) **BOATING/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 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 the Activity;

3 **AGREE AND WARRANT** that I will examine and inspect each 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 Activity and will refuse to take part in the Activity until the condition has been corrected to my satisfaction; I have been informed of the United States Coast Guards' security restrictions on this activity.

4 **HEREBY RELEASE**, discharge and covenant not to sue the HUDSON RIVER PARK TRUST, New York RiverSports, the People of the State of New York, the New York State Executive Department, the New York State Office of Parks, Recreation and Historic Preservation, the New York City Region of State Parks, Recreation and Historic Preservation Commission, the New York State Department of Environmental Conservation, the City of New York, the New York City Department of Parks and Recreation, and each of their commissioners, directors, officers, agents, employees, members, member organizations and individual members thereof, successors and assigns, regatta organizers, other participants and activity leaders, any sponsors, advertisers and, if applicable, owners and lessors of premises on which the Activity occurs (the "Releasees") from any 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, but not limited to, negligent rescue operations; and 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 these 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.

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.

PRINTED NAME OF PARTICIPANT

E-MAIL ADDRESS

PHONE NUMBER

ADDRESS

CITY . STATE . ZIP

DATE

PARTICIPANT'S SIGNATURE

EMERGENCY CONTACT INFORMATION

EMERGENCY CONTACT NAME

E-MAIL ADDRESS

PHONE NUMBER

ADDRESS

CITY . STATE . ZIP

PARENTAL CONSENT (If participant is under the age of 18)

AND I, the minor's parent or legal guardian, understand the nature of boating 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, 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 a result of any such claim.

PRINTED NAME OF PARENT/GUARDIAN

E-MAIL ADDRESS

PHONE NUMBER

ADDRESS

CITY . STATE . ZIP

DATE

PARENT/GUARDIAN SIGNATURE