

PEGASUS ROWING/UPPER MERION SCHOOL DISTRICT ACCIDENT WAIVER AND RELEASE FROM LIABILITY FORM

I/we acknowledge that participation in sculling or rowing (the "activity") is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, such injuries or damages caused wholly or in part by terrain, body of water, facilities, temperature, weather, participants' levels of conditioning, equipment, vehicular traffic on and off the water, and/or the actions of other people including, but not limited to, participants, volunteers, and instructors. I/we hereby assume all of the risks for participating in the activity. I/we recognize and acknowledge damages and injuries may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them, or because of their possible liability without fault. It is further agreed and understood that this waiver applies also with respect to any exposure to, or occurrence of COVID-19 and that the undersigned persons will promptly report any diagnosis or known exposure to COVID-19 to the Releasee(s) and observe all pertinent quarantine practices regarding such exposure or occurrence.

I/we acknowledge that the agents of the activity will use this Accident Waiver and Release of Liability (AWRL) form and that it will govern my action and responsibilities at said activity. In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors and assigns as follows: (A) WAIVE, RELEASE AND DISCHARGE PEGASUS ROWING, KCG INC, ITS DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES AND AGENTS, AND UPPER MERION SCHOOL DISTRICT, ITS DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES AND AGENTS FROM ANY AND ALL LIABILITY FOR MY DEATH, DISABILITY, PERSONAL INJURY, PROPERTY DAMAGE, PROPERTY THEFT OR ACTIONS OF ANY KIND WHICH MAY HEREAFTER ACCRUE TO ME INCLUDING MY TRAVELING TO AND FROM THIS ACTIVITY; (B) INDEMNIFY AND HOLD HARMLESS PEGASUS ROWING, KCG INC., ITS OFFICERS, DIRECTORS AND AGENTS AND UPPER MERION SCHOOL DISTRICT ITS DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES AND AGENTS FROM ANY AND ALL LOSS, LIABILITY OR CLAIM, WHETHER FOR PROPERTY DAMAGE OR PERSONAL INJURIES, ARISING FROM OR IN CONNECTION WITH MY OR MY FAMILY'S USE OF PEGASUS ROWING AND PARTICIPATION IN ACTIVITIES ASSOCIATED THEREWITH, WHETHER OR NOT INVOLVING THE PARTIAL OR CONCURRENT NEGLIGENCE OF UPPER MERION SCHOOL DISTRICT, PEGASUS ROWING'S AND/OR KCG INC.'S OFFICERS, DIRECTORS OR AGENTS.

I/we hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident and or illness during this activity. I/we understand that during instruction or related activities, I/we may be photographed. I agree to allow my and/or my minor child's photo, video or film likeness to be used for any Club social, instructional, or Club promotional purpose by PEGASUS ROWING personnel. This AWRL shall be construed broadly to provide a release and waiver to the maximum extent under applicable law. I/we hereby certify that I have read this document, that I have had an opportunity to have it reviewed by counsel, and that I/we understand its content. I certify that my child participating in the program is a good swimmer capable of swimming 150 yards without stopping and treading water for 5 minutes in rowing attire. I certify that he/she is physically fit, that they have sufficiently trained for participation in this activity, and that he/she has not been advised to not participate in this activity by a qualified medical person.

PARENT / GUARDIAN WAIVER FOR MINORS (less than 19 years old) The undersigned parent and natural guardian, or legal guardian, does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian. (If under 19 years old, parent or guardian must sign below.)

NAME OF PARTICIPANT _____ SIGNATURE _____

NAME OF PARENT/GUARDIAN _____ SIGNATURE _____

DATE _____