PEGASUS ROWING / UPPER MERION SCHOOL DISTRICT

Accident Waiver and Release from Liability

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In this document, “Releasees” means Pegasus Rowing, KCG Inc., and Upper Merion School District, together with each of their directors, officers, employees, volunteers, representatives, and agents.

1. Assumption of Risk

I/we acknowledge that participation in sculling or rowing (the “Activity”) is an extreme test of physical and mental limits and carries the risk of death, serious injury, illness (including communicable disease), and property loss. These risks include, but are not limited to, those arising from terrain, bodies of water, facilities, temperature, weather, equipment, vehicular traffic on and off the water, participants’ levels of conditioning, and the actions of other people, including other participants, volunteers, and instructors. I/we voluntarily assume all such risks, whether they arise from the negligence or carelessness of the Releasees, from dangerous or defective equipment or property owned, maintained, or controlled by the Releasees, or from the Releasees’ possible liability without fault.

2. Release, Waiver, and Indemnification

In consideration of being permitted to participate in the Activity, I/we, on behalf of myself/ourselves and my/our executors, administrators, heirs, next of kin, successors, and assigns:

(a) WAIVE, RELEASE, AND DISCHARGE the Releasees from all liability for death, disability, personal injury, illness, property damage, or property theft arising from or in connection with the Activity, including travel to and from the Activity;

(b) AGREE NOT TO SUE the Releasees for any such claim; and

(c) AGREE TO INDEMNIFY AND HOLD HARMLESS the Releasees from any loss, liability, damage, or claim arising from my/our or my family’s participation in the Activity, whether caused by the partial or concurrent negligence of the Releasees.

This release applies to the fullest extent permitted by law, including with respect to any exposure to or occurrence of communicable disease. I/we agree to promptly report any such diagnosis or known exposure to the Releasees and to follow any applicable health and safety guidance.

3. Medical Treatment and Media Consent

I/we consent to any medical treatment deemed advisable in the event of injury, accident, or illness during the Activity. I/we also consent to the use of my/our and/or my minor child’s photo, video, or film likeness for any Pegasus Rowing social, instructional, or promotional purpose.

4. Health and Fitness Certification

I certify that the participant is physically fit and sufficiently trained for the Activity, and has not been advised against participation by a qualified medical professional. Swim ability, health conditions, and medication are covered separately on **Form 2 – Swim Ability, Health & Medication Form**, which must also be completed.

5. Acknowledgment

I/we certify that I/we have read this document in its entirety, had the opportunity to have it reviewed by counsel, and understand its contents. This document shall be construed as broadly as permitted by applicable law.

Parent / Guardian Waiver for Minors (under 19 years old)

The undersigned, as parent or legal guardian of the participant, represents that he/she has the legal capacity to act in that role and agrees to indemnify and hold harmless the Releasees from any liability, loss, cost, claim, or damage arising from any defect in, or lack of, such capacity. The undersigned releases the Releasees on behalf of both the minor and the parent/guardian. (If the participant is under 19 years old, a parent or guardian must sign below.)

Name of rower: _____ Rower signature: _____

Name of parent/guardian: _____ Parent/guardian signature: _____

Date: _____

Return this signed form **together with Form 2** to Coach Franck before your first practice.