

CAMBRIDGE BOAT CLUB
GENERAL RELEASE AND WAIVER

This is a legally binding release in which I, the undersigned, agree to waive any and all claims that I, my heirs, my next of kin, and my personal representatives have or may in the future have against Cambridge Boat Club ("CBC") and others identified herein arising from participation in CBC-related activities, described below.

In CONSIDERATION of the opportunity provided by CBC to

- Participate in any CBC activities, including but not limited to rowing and boating, social events, and volunteer opportunities, whether or not supervised or unsupervised, scheduled or unscheduled, on the water or on land, and including but not limited to any other activities in furtherance of the Club or its mission and upkeep ("Club Activities"),
- Use CBC equipment, services, facilities, and other assistance provided to me by CBC, including but not limited to rowing equipment, launches, exercise equipment, docks, grounds, and buildings ("Club Equipment," "Club Grounds," or "Club Equipment and Grounds"), and
- Store and use my personal property on or near Club Grounds, including rowing equipment (shells and oars), and other personal property ("Personal Property"),

I, on behalf of myself or, as the parent or legal guardian of the individual identified below who is under eighteen years of age, HEREBY ACKNOWLEDGE, agree and represent that I am qualified, in good health, and in proper physical condition to participate in such Club Activities and use such Club Equipment and Grounds as I choose;

I FULLY UNDERSTAND that

- participating in CLUB ACTIVITIES, using CLUB EQUIPMENT AND GROUNDS, and storing and using personal property may involve the risk of serious bodily injury and property damage, including temporary or permanent illness or disability, paralysis, death and damage to Personal Property ("Risks and Dangers");
- these Risks and Dangers may be caused by
 - my own actions, or inactions,
 - the actions or inactions of others,
 - the condition of Club Equipment and Grounds in which Club Activities take place,
 - physical and environmental conditions, including inclement weather, collisions and capsizing, physical and natural hazards,
 - or the negligence of the Releasees named or referred to below,
- there may be other risks either not known to me or not readily foreseeable at this time, and

I FULLY AND VOLUNTARILY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I may incur as a result of my participation in Club Activities, use of Club Equipment and Grounds, and storage and use of my Personal Property on or near Club Grounds.

I HEREBY RELEASE, waive, discharge and covenant not to sue Cambridge Boat Club, its directors, officers, volunteers, employees, administrators, assigns, and contractors (all of the preceding shall be referred to herein as "Releasees"). I hereby waive any and all claims, demands, losses or damages of any name and nature whatsoever that I have now or in the future may have against Releasees, whenever occurring, at law or in equity, caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including any claims arising from travel to or from regattas or other Club Activities. I further agree that I WILL

INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, demand, damage, or cost which any Releasee may incur as a result of such claim, to the fullest extent permitted by law.

I have read the entire Agreement above. I fully understand all of the terms of this Release, and I agree to be bound by all of its terms. I have signed (whether by hand or electronically) this Release knowingly and voluntarily, and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. I agree that if any portion of this agreement is held to be invalid, the remaining portions shall continue in full force and effect.

I represent that I have full legal authority to execute this release on behalf of myself and the party or parties listed below.

All CBC members: I have read the CBC House Rules and agree to abide by the rules and policies stated in those documents, as those may be updated from time to time. _____ (All members initial here)

Rowing members: I have read the CBC Rowing Rules, and agree to abide by the rules and policies stated in those documents, as those may be updated from time to time. _____ (If you row at all, initial here)

Partners/Adult Children of Primary Member:

For the duration of my CBC membership related to the Primary membership of _____ (your partner/parent), I agree to be bound by the CBC Release and Waiver as it may be updated and signed by that Primary member from time to time moving forward. _____ (Family members initial here)

Rowing guests, hosted by: _____ (CBC member name).

THIS IS A RELEASE OF YOUR RIGHTS. READ CAREFULLY AND UNDERSTAND BEFORE SIGNING.

(If participant is OVER 18 years of age)

Full (legal) name _____

Address _____

Phone number _____

Signature _____ **Date** _____

(If participant is UNDER 18 years of age)

Child's full (legal) name _____

Parent's full (legal) name _____

Address _____

Phone number _____

Parent's signature _____ **Date** _____