



STOCKTON ROWING CLUB

CONTRACT, IDEMNIFICATION, RELEASE AND WAIVER

Stockton Rowing Club includes physically and emotionally demanding activities. We want to make sure you understand the risk of injury before you decide to participate. It is required that you read the following **LEGAL DOCUMENT**, very carefully, make sure you understand it, fill in the spaces, and sign it before you or your child begin our program. **No person or child will be allowed to participate without the properly filled out waiver and medical release form.**

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING BELOW. THIS AGREEMENT INCLUDES A RELEASE OF CLAIMS.

I am aware in signing this document for participation the Stockton Rowing Club (SRC) Junior Program that certain elements are physically and emotionally demanding. This program may include swimming, running, plyometric jumping, dry land rowing (erging), rowing, weight lifting, and other rigorous activities on the water or on the land. My child will be working with SRC coaches and with others in their group. It is possible that he/she may be injured while participating in the rowing program either because of their conduct, conduct of others in the group, conduct of the coaches, or the condition of the premises.

Therefore, I voluntarily elect to allow my child to participate and I affirm that he/she is free of health conditions that might create undue risk to my child or others that depend on them. My child is not under a physician’s care for any undisclosed condition that bears upon his/her fitness to participate.

I agree to indemnify and hold harmless SRC, their agents and employees from all claims, damages, losses, injuries or expenses arising out of or resulting from participation in the rowing program. I further agree to release, acquit and covenant not to sue SRC for all actions, cause of action claims or damages, damages in law or remedies in equity of whatever kind.

I agree to the site of any lawsuit and the law governing any such lawsuit shall be California and governed by California law. As liquidated damages, I hereby agree that if SRC is forced to defend any action, lawsuit or litigation by myself, my executors, and my heirs or on my family’s behalf, my heirs or executors and I agree to pay SRC costs and attorney fees if they successfully defend such action, lawsuit or litigation. In signing this document for my minor child I agree to pay any and all costs and attorney fees incurred by SRC in the event that SRC is forced to defend any action, lawsuit, or litigation brought by my minor child.

The terms of this agreement shall continue and be in effect after the rowing program is over. Should any paragraph or part of this agreement be declared unenforceable by a court of competent jurisdiction the remaining paragraphs or parts shall remain in full force and effect.

I, _____, of my own free will, for my family, my minor children, my heirs and executors and myself, have read, understand and acknowledge the risks and liability for myself and my family this _____ day of _____, 20____.

Participant (print name)

Parent/Guardian (print name)

Participant Signature

Date

Parent/Guardian Signature

Date

(Parent or legal guardian must sign for all persons under 18 years of age. Proof of age may be required.)