

RELEASE AND WAIVER OF LIABILITY

NOTICE: BY SIGNING THIS DOCUMENT, YOU GIVE UP IMPORTANT LEGAL RIGHTS. READ IT CAREFULLY BEFORE YOU SIGN IT.

In consideration of access to and use of United States Military Academy (USMA) rowing facilities and equipment, and on behalf of myself, my personal representatives, my heirs, and my assigns:

1. I hereby **fully and forever release, discharge, and hold harmless** the Department of the Army (DA), USMA, and their agents, officers, employees, representatives, successors, and assignees from any and all claims for property damage, personal injury, or death that may arise from my participation in rowing activities, including but not limited to, **any and all claims arising from the NEGLIGENCE** of DA, USMA, or their agents, officers, employees, or representatives.

(Initial)

2. I agree that I will not take any legal action (lawsuit or claim) against DA, USMA, and their agents, officers, employees, representatives, successors, and assignees for **personal injury, death, property damage, or any other loss** sustained as a result of my participation in the rowing activities. I also agree to indemnify and hold the released parties (DA, USMA, and their agents, officers, employees, representatives, successors, and assignees) harmless for **any and all such claims, judgments, and costs**, including reasonable attorney's fees, incurred in connection with any legal action brought by me, my agents, or my heirs arising out of participation in rowing activities.

(Initial)

3. I **acknowledge**, agree, and represent that I am qualified, in good health, and in proper physical condition to participate in rowing activities. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the activity.

(Initial)

4. I fully **understand and acknowledge** the inherent dangers and risks associated with rowing, including but not limited to serious bodily injury, permanent disability, paralysis, and death. These risks may be caused by my own actions or inactions, the actions of others, or the conditions in which the rowing program is conducted. I **assume all these hazards as my personal risk, foreseeable and unforeseeable, that might cause permanent physical injury or death.**

(Initial)

5. By signing this document, I certify that my participation in these activities and events is **completely voluntary**. I am acting of my own free will. I am not under the influence of alcohol or any other drug. I do not have to participate in activities and events. I may cease to participate at any time.

(Initial)

6. I am **free to seek advice from independent legal counsel** at my own expense prior to signing this document. I agree that any advice, suggestions, or statements regarding this document or my participation in activities and events by other participants or anyone else, including DA, USMA, or their agents, officers, employees, or representatives may be incorrect and not supported by the law.

(Initial)

7. I have read this document. I understand this document. I am still willing to sign it. I agree to all terms and conditions.

Printed Name and Address of Participant:

Name :

Street :

City:

State:

Zip:

Phone:

Date:

Participant's Signature (only if age 18 or over):

PARENTAL CONSENT

AND I, the minor's parent and/or legal guardian, understand the nature of rowing activities and the minor's experience and capabilities. I believe the minor to be qualified to participate in such activity. I hereby **fully and forever release, discharge, and hold harmless** the DA, USMA, and their agents, officers, employees, representatives, successors, and assignees from any and all claims for property damage, personal injury, or death that may arise from the minor's participation in rowing activities, including but not limited to, **any and all claims arising from the NEGLIGENCE** of DA, USMA, or their agents, officers, employees, or representatives.

Printed Name and Address of Parent/Guardian:

Name :

Street :

City:

State:

Zip:

Phone:

Date:

Parent/Guardian Signature (only if participant is under the age of 18):