

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTIONS OF RISK AND
INDEMNITY AGREEMENT OF THE UNDINE BARGE CLUB**

IN CONSIDERATION of being provided the opportunity to use the facilities, including the boathouse located at 13 Boathouse Row and Castle Ringstetten, including equipment and coaching, of the Undine Barge Club (“Club”) and to participate in any way in the activities and events of the Club, I, for myself, my personal representatives, assigns, heirs, and next of kin:

(1) **ACKNOWLEDGE**, agree and represent that I understand the nature and risks of rowing activities (hereinafter, “Rowing Activity” or “Activity”), both on water and land based, and that I am qualified, in adequate health, a capable swimmer, and in proper physical condition to participate in all such Activities.

(2) **FULLY UNDERSTAND** that: (a) **ROWING ACTIVITIES INVOLVE RISKS AND DANGERS** of serious bodily injury, including permanent disability, paralysis and death (“RISKS”); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the Releasees named below; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I **FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** I incur as a result of my participation in the Activity.

(3) **AGREE AND WARRANT** that I will examine and inspect each Activity in which I take part and that, if I observe any condition which I consider to be hazardous or dangerous, I will notify the proper authority in charge of the Activity and will not participate in the Activity until the condition has been corrected to my satisfaction.

(4) **HEREBY RELEASE**, discharge, and covenant not to sue the Club, its administrators, coaches, agents, officers, representatives, volunteers, employees and members (each considered one of the “Releasees” herein) from all liability, claims, demands, losses, or damages that I may suffer due to any cause, including but not limited to, the negligence of the Releasees or others, further including but not limited to, negligent rescue operations; and I further agree that if, despite this Release and Waiver of Liability, Assumption of Risk and Indemnification Agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, I will **INDEMNIFY, SAVE AND HOLD HARMLESS** each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost that may incur as the result of such claim.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without inducements or assurance of any nature and intend to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Printed Name of Member: _____

Signature (only if 18yrs. or older): _____

Address: _____

Date: _____