



LAKE MERRITT ROWING CLUB

A NON-PROFIT CORPORATION INCORPORATED IN 1962
LMRC IS A MEMBER OF THE UNITED STATES ROWING
ASSOCIATION

510 273 9041
P.O. BOX 1046
OAKLAND, CALIFORNIA 94604

WWW.LAKEMERRITTRROWINGCLUB.ORG

YOUTH WAIVER OF LIABILITY

Must be accompanied by a Swim Test/Swim Certification and Medical Consent Form

In consideration of being given the opportunity to participate in any way in any Lake Merritt Rowing Club program or related activities ("Activities"), **I hereby waive, release and discharge any and all claims for damages from death, personal injury or property damage which I may have, or which may hereafter accrue to me, as a result of my participation** in said Lake Merritt Rowing Club Inc., a California corporation, its shareholders, Board of Directors, officers and members, promoters and sponsors, the United States Rowing Association, promoting clubs, officials, and any involved municipalities or other public entities and their respective agents and employees (collectively, "Releasees"), from and against any and all liability arising out of or connected in any way with my participation in said Activities, even though that liability may arise out of negligence or carelessness on the part of persons or entities mentioned above.

I understand that participation in the Activities may involve strenuous physical challenges and dangers including but not limited to the hazards of rowing, shell/boat upset or collisions with other watercraft, water immersion, lifting and carrying shells and equipment, forces of nature, conditioning exercises and the actions of crew participants and other persons.

I further understand that serious accidents occasionally occur while engaged in the Activities and that participants in Activities occasionally sustain mortal or serious personal injuries and/or property damage as a consequence thereof. Knowing the risk of rowing participation, nevertheless, I hereby agree to assume those risks and to release and hold harmless the Releasees who, through negligence or carelessness, might otherwise be liable to me or my heirs or assigns for damages.

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 any inducement or assurances of any nature and intend it 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.

AND, I, the minor's parent and/or legal guardian, understand the Activities, as well as the minor's experience and capabilities, and believe the minor to be qualified to participate in such Activities. **Furthermore, I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless each of the Releasees from all liabilities, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or part by the negligence of the Releasees or otherwise**, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's 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 incurred as a result of any such claim.

Minor Printed Name: _____

Minor Signature: _____

Parent or Legal Guardian's Printed Name: _____

Parent or Legal Guardian Signature: _____

Date: _____



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YOUTH MEDICAL CONSENT FORM

I, _____

hereby consent that my child _____

will train and row with Lake Merritt Rowing Club. In case of an accident or injury in which the above minor is not able to give consent for medical care, I (the Parent/Legal Guardian) hereby give permission for the above minor to be given emergency medical treatment and for Lake Merritt Rowing Club coaches or assisting members to obtain such emergency medical treatment. I understand that Lake Merritt Rowing Club does not provide medical insurance coverage for its members and guests, and I accept financial responsibility for medical treatment.

I recognize that any sports activity such as crew may involve certain dangers, including but not limited to the hazards of rowing, shell/boat upset or collisions with other watercraft, water immersion, lifting and carrying shells and equipment, forces of nature, conditioning exercises and the actions of crew participants and other persons. **I understand that Lake Merritt Rowing Club, the coaches and all persons related directly or indirectly with the Lake Merritt Rowing Club assume no financial obligation or liability for any injury, illness or disability arising from a minor's participation in the program, including injury, illness or disability resulting from any emergency medical care provided.**

Parent or Legal Guardian Printed Name: _____

Parent or Legal Guardian Signature: _____

Emergency Contact Printed Name: _____

Emergency Contact Phone Number: _____

Date: _____

Please list any physical conditions or illnesses that Lake Merritt Rowing Club coaches or assisting members need to know about, such as allergies, asthma, etc.:



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SWIMMING CERTIFICATION FOR MINOR GUESTS

If you are unsure of your child's swimming ability, do NOT sign below. Inform the LMRC coach, instructor, or host.

I certify that my child is a proficient swimmer and can perform all of the following:

- 1) Swim a distance of 75 feet.
- 2) Swim under water for a distance of 20 feet.
- 3) Tread water for 5 minutes.

Parent or Legal Guardian Printed Name: _____

Parent or Legal Guardian Signature: _____

Date: _____