



ORLANDO ROWING CLUB, INC. WAIVER OF LIABILITY FORM

In consideration of being given the opportunity to participate in the programs and activities of the **Orlando Rowing Club, Inc.**, referred to as **ORC**, for myself, my personal representatives, assigns, heirs, and next of kin:

1. I ACKNOWLEDGE, agree, and represent that I understand the nature of rowing, dragon boat and related activities, both on the water and land-based, and that I am qualified, in good health, and in proper physical condition to participate.

2. I FULLY UNDERSTAND that:

- ROWING, DRAGON BOAT AND RELATED ACTIVITIES INVOLVE RISKS AND DANGERS of serious bodily injury, including permanent disability, paralysis, and death ("risks");
- these risks may be caused by my own actions, or inactions, the actions, or inactions, of others participating in the programs and activities of ORC, the conditions in which the programs and activities take place, or the negligence of the "releasees" named below;
- there may be other risks and social and economic losses either not known to me or not 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 ORC programs and activities.
- ORC will not be held responsible or liable for any loss or damage to any equipment owned or leased by club members. It shall be the member's responsibility to provide adequate insurance to cover equipment in the event of loss or damage. Members storing and/or using privately owned or leased equipment shall be liable for any and all damages incurred as a result of moving equipment around, into and out of the boathouse, ORC's property, the property of the City of Orlando and all related damage or accidents while in the act of rowing.

3. I AGREE AND WARRANT that I shall be cautious and make every effort to safely move equipment between the boathouse, city property and Lake Fairview and report to the ORC Administrative Staff any damage created by myself to my equipment or to ORC's equipment or equipment owned or leased by ORC members, Women Playing for Time (WPFT) members or the Power 10 Rowing Association.

4. I HEREBY RELEASE, discharge, and covenant not to hold liable nor sue ORC, its administrators, directors, agents, officers, volunteers and employees, and other participants, club organizers, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which ORC activities and programs take place (each considered one of the releasees herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise, including negligent rescue operations; and. I further agree that if, despite this release waiver of liability, assumption of risk, and indemnity 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, damages, or costs which they may incur as a 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 any inducement or assurance of any nature and intend it 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.

If applicant is under the age of 18, a parent or legal guardian must sign this form.

Printed Name: _____

Street Address: _____

City: _____ State: _____ ZIP: _____

Phone: _____ Work Phone: _____ Email: _____

Signature: _____ Date Signed: _____

LOCAL EMERGENCY CONTACT NAME: _____ **PHONE:** _____

By my signature below, I hereby certify that I have sufficient ability to swim to shore in the event of an accident including (without limitation) the capsizing of any boat and its ineffectiveness as a flotation device, whether in a lake, river or otherwise.

Signature: _____ Date: _____

AMATEUR ATHLETIC WAIVER AND RELEASE OF LIABILITY
READ BEFORE SIGNING

NAME OF CLUB: ORLANDO ROWING CLUB (ORC) DRAGON BOAT PROGRAM DATE: 12/01/10 – 12/01/11

In consideration of being allowed to participate in any way in the athletic sports programs, related events and activities, the undersigned acknowledges, appreciates, and agrees that: The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and, **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or other and assume full responsibility for my participation; and, I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and, I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE AND HOLD HARMLESS the GREAT WHITE NORTH COMMUNICATIONS, Ltd., ORLANDO HEALTH FOUNDATION, ORLANDO HEALTH INC., & ORLANDO ROWING CLUB (ORC);** their officers, directors, volunteers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event or practice sessions (“RELEASEES”), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

(Participant Name – **Please Print**) (Participant's Signature) Date: _____

Participant Address

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above, of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X _____
(Parent/Guardian Signature) (Emergency phone number) Date

Print Name: _____

MEDIA RELEASE

Orlando Rowing Club/Women Playing for T.I.M.E./Dragon Boat
3.6.10

I, the undersigned, do hereby authorize ORC/WPFT/DB its successors, and/or assigns, to make any lawful use of my voice, words, or visual image, in conjunction with my real name or a fictitious name in the production of marketing, advertising, and/or public relations materials.

I, the undersigned consent and authorize ORC/WPFT/DB to use my photo on their webpage, Facebook, Twitter and other social media tools as well as allow members of the news media to interview, take and reproduce photographs, videotapes and/or films and to use such interviews, photographs and videotapes for the purpose of providing information to the general public.

It is my specific intention in signing this release to waive any rights that I may have, now or in the future, to inspect and/or approve any finished product incorporating my voice, words, visual image, or name. I also specifically release and discharge ORC/WPFT/DB its successors, clients, and/or assigns, from any and all claims of any nature arising out of the use of my voice, words, visual image, or name, and from any liability connected with injury to me.

I understand that I will receive no compensation for these photos and/or videos.

Signature

Date

Address

City, State Zip

Phone

Guardian, if a minor

Date

Witness

Date