

2024 CAPE COD COMMUNITY ROWING, INC. (CCCR) Release of Liability

ACCEPTANCE OF THIS WAIVER IS REQUIRED IN CONSIDERATION of being given the opportunity to participate in any CCCR activity, including scheduled, supervised club activities, and registered regattas, during the policy term 01/01/2024- 12/31/2024, I, for myself, my personal representatives, assigns, heirs, and next of kin.

1. ACKNOWLEDGE, agree and represent that I understand the nature of Rowing Activities, both on water and land-based, and that I am qualified, in good health, and in proper physical condition to participate in such Activity.
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 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 the equipment for each Activity in which I take part as a member of CCCR and that, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Activity and will refuse to take part in the Activity until the condition has been corrected to my satisfaction.
4. HEREBY RELEASE, discharge, and covenant not to sue CCCR, their administrators, directors, agents, officers, volunteers and employees, Cape Wellness Collaborative, Inc., other participating regatta organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises, on which the Activity takes 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 Releasee or otherwise, including negligent rescue operations; and I further agree that if, despite this release and 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, damage, or cost which any may incur as a result of such claim, to the fullest extent permitted by law.
5. AGREE to be familiar with, comply with, and be bound by the Rules and Regulations of CCCR, including but not limited to the USRowing Rules of Rowing (www.usrowing.org), the World Anti-Doping Code (www.usada.org), and the codes, rules, policies and procedures of the U.S. Center for SafeSport (the 'SafeSport Rules,' www.SafeSport.org), including with respect to the exclusive authority and jurisdiction of the U.S. Center for SafeSport to investigate and resolve reported sexual misconduct and the discretionary authority to investigate and resolve reports of other misconduct. I further agree that arbitration pursuant to the binding arbitration provisions of the SafeSport Rules shall be the exclusive method to resolve any dispute over any disciplinary action taken by as a result of a USSCS investigation (the 'Arbitration Procedure'). 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 availability 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.
6. IN CONSIDERATION of being permitted to compete, officiate, observe, work, or participate in any way in the EVENT(S), I, for myself, my personal representatives, heirs, and next of kin:

A. Affirm that I have not been diagnosed with, demonstrated any symptoms of or have in any way been exposed to any communicable diseases (including but not limited to the virus commonly referred to as COVID-19) within the last 14 days, or that I have complied with all local, state and federal guidelines and regulations as related to communicable diseases;

B. Acknowledge that I am aware that by entering the premises and participating in rowing-related and sponsored activities that there are risks to me and to those with whom I interact of exposure, directly or indirectly, to communicable disease(s) including but not limited to the virus 'severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)', 'COVID-19' and/or any mutation or variation thereof;

C. HEREBY RELEASE, discharge, and covenant not to sue CIRA, their administrators, directors, agents, officers, volunteers and employees, Cape Wellness Collaborative, Inc., other participating regatta organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises, on which the Activity takes place, all for the purposes herein referred to as 'Releasees' from all liability to the undersigned, his or her personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore, whether caused by the negligence of the Releasees or otherwise;

D. HEREBY agree to INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them from any loss, liability, damage, or cost they may incur arising out of or related to my illness or death, whether caused by the negligence of the Releasees or otherwise.

If Participant is Under the Age of 18

AND I, the minor's parent and/or legal guardian, understand the nature of rowing activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity.

I hereby release, discharge, covenant not to sue, and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, 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 above Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost any may incur as the result of any such claim, to the fullest extent permitted by law.

I (or youth participant's parent/guardian if participant is under the age of 18) have read and agree to the above terms.

Name of Participant (print): _____

Signature: _____

Date: _____

Name of Parent/Guardian (print): (if participant is under the age of 18) _____

Signature: _____

Date: _____

2024 CAPE COD COMMUNITY ROWING, INC. (CCCR) MEDIA RELEASE

I (or youth participant's parent/guardian if participant is under the age of 18) give Cape Cod Community Rowing, Inc (formerly Cape and Island Rowing Association, Inc.) permission to use photographs and videos of me in materials that promote Cape Cod Community Rowing, Inc. These may include brochures, newspapers, the internet, radio, magazines, or television.

_____ YES

_____ NO

2024 CAPE COD COMMUNITY ROWING, INC. SWIM CONFIRMATION

I (or youth participant's parent/guardian if participant is under the age of 18) confirm that I (or youth participant) can swim 100 yards continuously, tread water in a depth over my head for at least 10 minutes and put on a PFD (life jacket) while treading water.

_____ YES

_____ NO

Name of Participant (print): _____

Signature: _____

Date: _____

Name of Parent/Guardian (print): (if participant is under the age of 18) _____

Signature: _____

Date: _____

GUEST ROWERS- Please complete the following:

USRowing Number (REQUIRED if rowing with CCCR for more than 3 days): _____

Cell Phone: _____

Email: _____

Emergency Contact Name and Relationship: _____

Emergency Contact Phone: _____

Allergies: _____

Medical Problems and Medications you wish to share in the event of an emergency: _____
