

SECTION 6

IN CONSIDERATION of being given the opportunity to participate in any US Rowing activity with Saratoga Rowing Association Inc. (the "Club"), Saratoga Rowing Properties LLC, as a rower, coach, or volunteer, in activities including scheduled, supervised club activities, and registered regattas but not limited to, all races and regattas, whether sponsored or attended by the Club or Club members, Club practices, workouts and other race preparations, and maintenance or construction of Club facilities or equipment (each, an "Activity"), during the policy term 12/31/07-12/31/08, 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 the 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 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 or 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 SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activities.
3. AGREE AND WARRANT that I will examine and inspect each Activity in which I take part as a member of US Rowing or the Club or volunteer for the Club and that, if I observe any condition that 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, waive, discharge, and covenant not to sue USRowing, Masters Rowing Association, the Club, their administrators, directors, agents, officers, volunteers and employees, 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 Releasees or otherwise, including negligent rescue operations that may arise or may have arisen since the time of my first contacts with the Club and through all my future participation with the Club; and further I 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, attorneys' fees, loss, liability, damage, or cost that any may incur as a result of any such claim to the fullest extent permitted by law.

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 and effect.

Printed Name of Participant: _____

US Rowing #: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Date: _____

Participant's Signature: _____

Organization: **Saratoga Rowing Association Inc.**

Parental Consent (if the above participant is under age 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 IDEMNIFY 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 IDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorneys' fees, loss liability, damage, or cost any may incur as the result of any such claim, to the fullest extent permitted by law.

Printed Name of Parent/Guardian: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone #: _____ Date: _____

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

XX _____