

Texas Rowing For All

Waiver and Release of Liability and Publicity

(READ BEFORE SIGNING)

This form must be completed and signed by each person who desires to participate (athletically, volunteer, or otherwise) in Adaptive Sporting Events sponsored by the Texas Rowing For All-Paralympic Sport Austin, Texas Rowing Center, and U.S. Paralympics.

In consideration of being allowed to participate in any of the Programs and related events and activities, the undersigned acknowledges and agrees as follows:

I, _____, HEREBY, FOR MYSELF, AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, AND NEXT OF KIN, COVENANT NOT TO SUE AND RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE, TEXAS ROWING FOR ALL-PARALYMPIC SPORT AUSTIN, TEXAS ROWING CENTER, U.S. PARALYMPICS, USOC, ANY CO-SPONSORING ENTITIES OF THE PROGRAMS, ALL OF THEIR OFFICERS, DIRECTORS, MEMBERS, AGENTS, AND/OR EMPLOYEES, AND ANY AND ALL SPONSORS, OFFICIALS, VOLUNTEERS, AND OTHER PARTICIPANTS OF THE PROGRAMS (COLLECTIVELY, THE "RELEASEES") FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME OR ANY PROPERTY BELONGING TO ME, WHETHER ARISING FROM NEGLIGENCE OF ANY OF THE RELEASEES, OR OTHERWISE, WHILE PARTICIPATING IN THE PROGRAMS.

THE RISK OF INJURY FROM THE ACTIVITIES INVOLVED IN THE PROGRAMS IS SIGNIFICANT, INCLUDING THE POTENTIAL FOR SERIOUS BODILY INJURY, DEATH, AND PROPERTY DAMAGE. I AM FULLY AWARE OF THE RISKS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY AND I VOLUNTARILY, KNOWINGLY AND FREELY, WITHOUT ANY INDUCEMENT OF ANY KIND, ASSUME ALL SUCH RISKS; BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, EXCEPT THAT WHICH IS THE RESULT OF GROSS NEGLIGENCE OR WANTON MISCONDUCT, TO THE FULL EXTENT PERMITTED BY LAW. I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN, AND ASSUME FULL RESPONSIBILITY FOR ANY PERSONAL INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME OR ANY LOSS OR DAMAGE TO PROPERTY OWNED BY ME AS A RESULT OF BEING ENGAGED IN SUCH ACTIVITY. 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 cease participating and bring such hazard to the attention of the nearest official immediately.

In the event that I am unable to do so because of an injury or illness, I hereby consent to the administration of first aid or other medical treatment. I agree to assume full responsibility for payment of any and all fees incurred as a result of such medical treatment. I understand that all participants in the Programs are required to have their own medical insurance coverage, and that neither Texas Rowing For All-Paralympic Sport Austin, Texas Rowing Center, U.S. Paralympics or any other sponsoring entity provide such coverage.

I hereby voluntarily and without compensation authorize visual images and/or voice recordings to be made of me by or on behalf of Texas Rowing For All-Paralympic Sport Austin, Texas Rowing Center, U.S. Paralympics, USOC, and other sponsoring entities during the TRFA sponsored Programs. I also authorize the foregoing entities and their assigns to reproduce, modify, publicize, broadcast and display any such visual images or voice recordings, with or without my name, without notice or payment of any royalty, fee, or other compensation of any character to me for the use of my image, name or voice.

I hereby covenant not to sue and release the Releasees and their employees, contractors, licensees and assigns from and against any and all claims that I may have for invasion of privacy, right of publicity, defamation, copyright infringement, or any other cause of action arising out of the use, adaptation, reproduction, distribution, broadcast, or exhibition of my likeness, name or voice.

This covenant not to sue, release and hold harmless agreement is binding on me, my heirs, assigns, personal representatives, administrators, and next of kin.

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 INDUCEMENT.

Participant's Signature

Date

Participant's Printed Name

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PART B – PARENT/GUARDIAN WAIVER/RELEASE OF LIABILITY

(If applicant is under eighteen (18) years of age, a parent or guardian must sign in addition to the above, the following waiver.)

The undersigned, _____, referred to as the parent and natural or legal guardian of the Participant does hereby represent that he/she is, in fact, acting in such capacity and covenants not to sue for and agrees to save and hold harmless and indemnify each and all of the parties herein referred to above as Releasees from any and all liabilities and claims for expenses, damages, or any other losses whatsoever which may be imposed upon said Releasees because of any defect in or lack of such capacity to so act and release said Releasees on behalf of the undersigned and the Participant.

Signature

Relationship to Participant

Date

Printed Name: _____