

WAIVER

IN CONSIDERATION of being given the opportunity to participate at the "601 Washington Avenue Rowing Facility", 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 activities.

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 of others participating at the "601 Washington Avenue Rowing Facility", the condition in which the activities take 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 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 at the "601 Washington Avenue Rowing Facility".

3. AGREE AND WARRANT that I will examine and inspect each activity in which I take part 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 any activity until the condition has been corrected to my satisfaction.

4. HEREBY RELEASE, discharge, and covenant not to sue Villanova University, 601 Washington Street Associates, L.P., their administrators, directors, agents, officers, volunteers and employees, and other participants, regatta organizers, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the activities take (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 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 may incur as a the result of such a 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 induction 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.

Printed name of Participant:

Street: _____

City: _____ State: _____ Zip: _____

Phone: _____

Date: _____

Participant's Signature (only if age 18 or over):

Parental Consent

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 in 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 that may incur as the result of any such claim.

Printed name of Parent/Guardian:

Street: _____

City: _____ State: _____ Zip: _____

Phone: _____

Date: _____

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