



# THE FOUNDRY COMMUNITY ROWING & SAILING CENTER

## 2021 WAIVER AND RELEASE OF LIABILITY

\*All individuals must sign before being permitted to participate in a Foundry activity. \*

IN CONSIDERATION of being permitted to participate, or my minor child or minor dependent ("Minor Participant") to participate, in any of The Cleveland Foundry or The Foundry Sailing Association (collectively the "Foundry") activities or member organization/program, including scheduled supervised club activities, (collectively, "Activities" or "Activity"), during **1/1/21 - 12/31/21**, I, for myself, my personal representatives, assigns, heirs and next of kin, or Minor Participant:

1. ACKNOWLEDGE, agree and represent that I understand the nature of the Activities and that I, or Minor Participant is qualified, in good health, and in proper physical condition to participate in such Activity.

2. I ACKNOWLEDGE AND UNDERSTAND that: (a.) THE ACTIVITIES INVOLVE RISKS AND DANGERS of serious bodily injury, including permanent disability, paralysis and death; (b.) these Risks and dangers may be caused by my, or the Minor Participant's 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 Releasee 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, including but not limited to, death, disability, personal injury or property theft I incur or the Minor Participant incurs as a result of my, or Minor Participant's participation in the Activity.

3. AGREE AND WARRANT that I will examine and inspect each Activity in which I, or the Minor Participant takes 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 or permit the Minor Participant to take part in the Activity until the condition has been corrected to my satisfaction.

4. I HEREBY WAIVE, RELEASE, AND DISCHARGE and covenant not to sue US Rowing, US Sailing, the Foundry, their administrators, the Board of the Park Commissioners of the Cleveland Metropolitan Park District and their directors, agents, officers, volunteers and employees, other participating Activity 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 any and all liability, claims, demands, losses or damages on my or my Minor Participant's account caused or alleged to be caused in whole or in part by the negligence of any Releasee or otherwise. I INDEMNIFY, HOLD HARMLESS each of the Releasees from any and all liabilities, including but not limited to, litigation expenses, attorney fees, loss, liability, damage, or cost which any Releasee may incur as a result of my or my Minor Participant's participation in any Activity, to the fullest extent permitted by law.

5. AGREE that my electronic or handwritten signature, whether digital or encrypted, or by a respective signatory is intended to authenticate such signature and to give rise to a valid, enforceable, and fully effective agreement.

6. The undersigned gives permission for **photographs and videos** of me or my Minor Participant to be used at the sole discretion of the Foundry and/or the Releasees.

7. SWIMMING ACKNOWLEDGEMENT - I, or the Minor Participant's parent and/or legal guardian, understand the nature of Activities and affirm that I or the Minor Participant has the ability to do all of the following: (a) continuously swim 50 yards, using any stroke, (b) continuously tread water for 5 minutes; and (c) put on a personal floatation device and secure it while treading water. I acknowledge that the I or the Minor Participant must demonstrate this ability and have it certified to the sole satisfaction of the Foundry before being permitted to participate in an Activity. I give my permission for I or the Minor Participant NOT to wear a personal floatation device while participating in a Rowing Activity.

I, or the Minor Participant's parent and/or legal guardian, understand the nature of Sailing Activities and acknowledge that I or the Minor Participant is required to wear a US Coast Guard approved life jacket as well as a helmet that is certified for water.

8. If any provision of this agreement is unenforceable, such determination of unenforceability shall not affect the enforceability of the remaining provisions of this agreement. This agreement shall be construed and enforced under the laws of the State of Ohio.

Printed Name of Participant: \_\_\_\_\_

Date: \_\_\_\_\_

Address of Participant: \_\_\_\_\_

Participant Phone #: \_\_\_\_\_

Date of Birth of Participant: \_\_\_\_\_

Email of Participant: \_\_\_\_\_

Participant Signature: \_\_\_\_\_

### **Parent/Guardian information for Minor Participants**

Printed Name of Parent/Guardian: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Email of Parent/Guardian: \_\_\_\_\_

Phone #: \_\_\_\_\_

Parent /Guardian Signature: \_\_\_\_\_