



THE CLEVELAND FOUNDRY COMMUNITY ROWING & SAILING CENTER

2023 WAIVER AND RELEASE OF LIABILITY

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

Name of Participant: _____ Birth Date: ____/____/____

Parent/Guardian Name (if applicable): _____

Address: _____

City, State, Zip: _____

Phone #: _____ (Home) _____ (Cell) _____ (Work)

Email: _____

IN CONSIDERATION of being permitted to participate, or my minor child or minor dependent ("Minor Participant") to participate, in any of The Cleveland Foundry ("The Foundry") activities or member organization/program, including scheduled supervised club activities, (collectively, "Activities" or "Activity"), during **2023**, I, for myself, my personal representatives, assigns, heirs and next of kin, or Minor Participant agree as follows:

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. 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 (the "Cleveland Metroparks"), 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.

4. LAWS, ORDERS GUIDELINES AND FOUNDRY RULES. I am familiar with federal, state, and local laws, orders, directives, and guidelines related to highly contagious nature of bacterial and viral diseases including the novel coronavirus disease and its variants (COVID-19), MRSA, and influenza, collectively, the "Disease"), including the Centers for Disease Control and Prevention (CDC) guidance on the Disease. I will comply with all such orders, directives, and guidelines while on the premises of The Foundry and/or engaged in any Activity, including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings. I will also follow all instructions of The Foundry or the Cleveland Metroparks while on the premises. I agree not to enter the premises or engage in any Activity if doing so would violate any federal, state, and local laws, orders, directives, or CDC guidelines.

5. PHOTOGRAPHS AND VIDEOS. 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.

5. SWIMMING ACKNOWLEDGEMENT. I, or the Minor Participant's parent and/or legal guardian, understand the nature of Rowing Activities and for applicable Activities, affirm that I or the Minor Participant has the ability to all 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. For applicable Activities, I acknowledge that the I or the Minor Participant must demonstrate this ability and have it certified to the sole satisfaction of The Cleveland Foundry before being permitted to participate in a Rowing Activity. I give my permission for I or the Minor Participant NOT to wear a personal floatation device while participating in a Rowing Activity.

6. SAILING 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.

7. 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.

8. I 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.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE FOUNDRY. **(if participant is under 18 years of age, parent/guardian must sign)**

Participant Signature: _____

Date: _____