

EVSRA WAIVER FORM

As a condition of participation in regattas sponsored by the Eastern Virginia Scholastic Rowing Association (EVSRA) during the period of March 15, 2009 through March 15, 2010, the following named rower and his or her parent or legal guardian agree as follows on behalf of themselves, their heirs, their assigns and their next of kin, and in the case of the parent, on half of the minor rower.

1. We acknowledge and accept the risks inherent in rowing and other water related activity including without limitation motor boat operation and waterfront activities.
2. We certify that the rower is in good health and is physically capable of performing the physical activity involved in rowing events. We agree to notify EVSRA promptly if we become aware of any medical condition that may impair the rower's ability to participate safely.
3. We agree to use common sense while engaging in EVSRA activities and to refrain from any conduct which may harm the rower or other participants in EVSRA activities.
4. We will be observant for any potential risks or hazards to the safety of any participant at EVSRA events and will promptly notify the Chief Referee or the Regatta Director of any such condition. We further agree not to participate in any such regatta activity until the unsafe condition is corrected.
5. To the fullest extent permitted by Virginia law, we hereby release the following persons and entities from any and all liabilities, claims, losses or damages of any nature whatsoever, whether to person or property caused or claimed to be caused in whole or in part by the negligence of the following persons and entities:
 - A. Eastern Virginia Scholastic Rowing Association, including its officers, directors, volunteers and hired contractors.
 - B. The City of Norfolk, the County of Chesterfield and Norfolk Botanical Garden Society, including officials, employees and hired contractors of those entities.
 - C. Rowing officials participating in any EVSRA sanctioned activity.
 - D. Any insurers of the above persons and entities.
6. In the event that any portion or portions of this release are deemed invalid, we agree to indemnify, save and hold harmless each of the released parties from any loss, liability damage or cost, including attorneys fees and expenses which any may incur as the result of any claim for injuries, losses or damages caused or claimed to be caused by their negligence.

WE CERTIFY THAT WE HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT, ACKNOWLEDGE THAT WE MAY HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND ACKNOWLEDGE THAT WE HAVE DONE SO FREELY WITH THE INTENT FOR IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE FULLEST EXTENT PERMITTED BY LAW. WE AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS DETERMINED TO BE INVALID, ALL OTHER TEMRS SHALL REMAIN IN FULL FORCE AND EFFECT.

ROWER: _____ PARENT: _____

Print Name: _____ Print Name: _____

Address: _____ Address: _____

Program: _____ Program: _____

Date: _____ Date: _____