



## **WAIVER AND RELEASE FROM LIABILITY**

### **Compliance and Permission Agreement**

(2026)

#### **Spokane River Rowing Association (SRRA)**

#### **Waiver of Liability, Assumption of Risk, Indemnity, Compliance, and Permission Agreement**

I the undersigned, for myself, my legal representatives and successors, hereby agree that, as a condition of, and material inducement to SRRA's willingness to allow me to participate in Activities (as defined below) I agree as follows:

1. I ACKNOWLEDGE, agree and represent that I understand the nature of rowing activities, both on water and land based ("Activity(ies)"), and that I am qualified, in good health, and in proper physical condition to participate in such activity.
2. I FULLY UNDERSTAND that: (a.) ACTIVITIES INVOLVE RISKS AND DANGERS of serious bodily injury, including permanent disability, paralysis and death ("Risks"); (b.) these Risks and dangers may be caused by my own 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 Releasees 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 I incur or suffer as a result of my participation in the Activity.
3. I 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 the Activity until the condition has been corrected to my satisfaction.
4. I will be familiar with, comply with, and be bound by the codes, rules, policies and procedures of the U.S. Center for SafeSport (the "SafeSport Rules," <https://uscenterforsafesport.org/response-and-resolution/policies-and-procedures/> - physical copy available upon request), including with respect to the exclusive authority and jurisdiction of the U.S. Center for SafeSport to investigate and resolve reported sexual misconduct and the discretionary authority to investigate and resolve reports of other misconduct including USRowing Safe Sport Policy. I further agree that arbitration pursuant to the binding arbitration provisions of the SafeSport Rules shall be the exclusive method to resolve any dispute over any disciplinary action taken by USRowing as a result of a U.S. Center for SafeSport investigation (the "Arbitration Procedure").

5. For myself, my personal representatives, heirs, and next of kin, I: (a.) I am aware that by entering the premises and participating in Activities that there are risks to me and to those with whom I interact of exposure, directly or indirectly, to communicable disease(s) including but not limited to the virus "severe acute respiratory syndrome coronavirus 2 (SARSCoV-2)", "COVID-19" and/or any mutation or variation thereof; (b.) HEREBY agree to INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them from any loss, liability, damage, or cost they may incur arising out of or related to my illness or death, whether caused by the negligence of the Releasees or otherwise.

6. I HEREBY RELEASE, waive, hold harmless, defend, indemnify and discharge, and covenant not to sue SRRA, its administrators, directors, agents, officers, volunteers and employees, other participating regatta organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises on which any Activity takes place ("Releasees") from all liability, claims, actions, demands, losses or damages incurred by me that arise or are alleged to arise directly or indirectly from my participation in any of the Activities, including, without limitation, any such liability, claim, action, demand, loss or damage arising from the Risks or caused in whole or in part by the negligence of any of the Releasees, including negligent rescue operations; and I further agree that if, despite this waiver and release 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 such Releasees, from any litigation expenses, attorney fees, loss, liability, damage, or cost which any Releasee may incur as a result of such claim.

7. I AGREE THAT PHOTOGRAPHS AND VIDEOS may be taken of me or my child while participating in any Activities and my attendance at any SRRA event, and agree that SRRA may use, without restriction, any of such photographs and videos in the reporting of any SRRA event or promotion.

**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 inducement 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 and effect.**

By executing this Agreement, I under penalty of perjury, represent that I am at least 18 years of age.

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

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

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

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

**PARENTAL/GUARDIAN NAME & SIGNATURE (IF PARTICIPANT IS UNDER 18 YEARS OF AGE):** If signing as the parent or guardian of a minor, I represent that I am the minor's parent or legal guardian.

I am the parent and/or legal guardian of the minor, \_\_\_\_\_ ("Minor") who desires to participate in the Activities. I understand the nature of the Activities and the Minor's experience and capabilities and believe the Minor to be qualified to participate in the Activities. I hereby release, discharge, covenant not to sue, and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liabilities, claims, actions, demands, losses, or damages incurred by the Minor that arise or are alleged to arise directly or indirectly from the Minor's participation in the Activities, including, without limitation, any such liability, claim, action, demand, loss or damage arising from the Risks or caused in whole or in part by the negligence of any of the Releasees, including negligent rescue operations ("Claim"). And I further agree that if, despite this release, I or the Minor or anyone acting on the Minor's 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 any may incur as the result of the assertion of such Claim. Provided, further, this Release and Waiver, specifically includes any claim that I might have for loss of consortium that emanates from injury to this minor child.

Printed Name of Parent/Guardian:

Phone:

Date:

Parent/Guardian Signature