

Radnor High School Boys Crew Club Waiver

IN CONSIDERATION of being given the opportunity to participate in the Radnor H.S. Boys Crew Club utilizing the Villanova University Boathouse Facilities 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 in the Radnor Boys Crew Club, 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 in the Radnor Boys Crew Club activities.

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 that activity until the condition has been corrected to my satisfaction.

4. HEREBY RELEASE, discharge, and covenant not to sue Villanova University, the O'Neil Properties Group, 601 Washington Avenue Associates, Radnor High School and the Radnor Boys Crew Club, their administrators, directors, agents, officers, volunteers and employees, and other participants, and, if applicable, owners and lessors of premises on which the activities take place (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 result of such a claim.

I have read this agreement, fully understand its terms, and 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: _____

Phone: _____

State and ZIP: _____

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