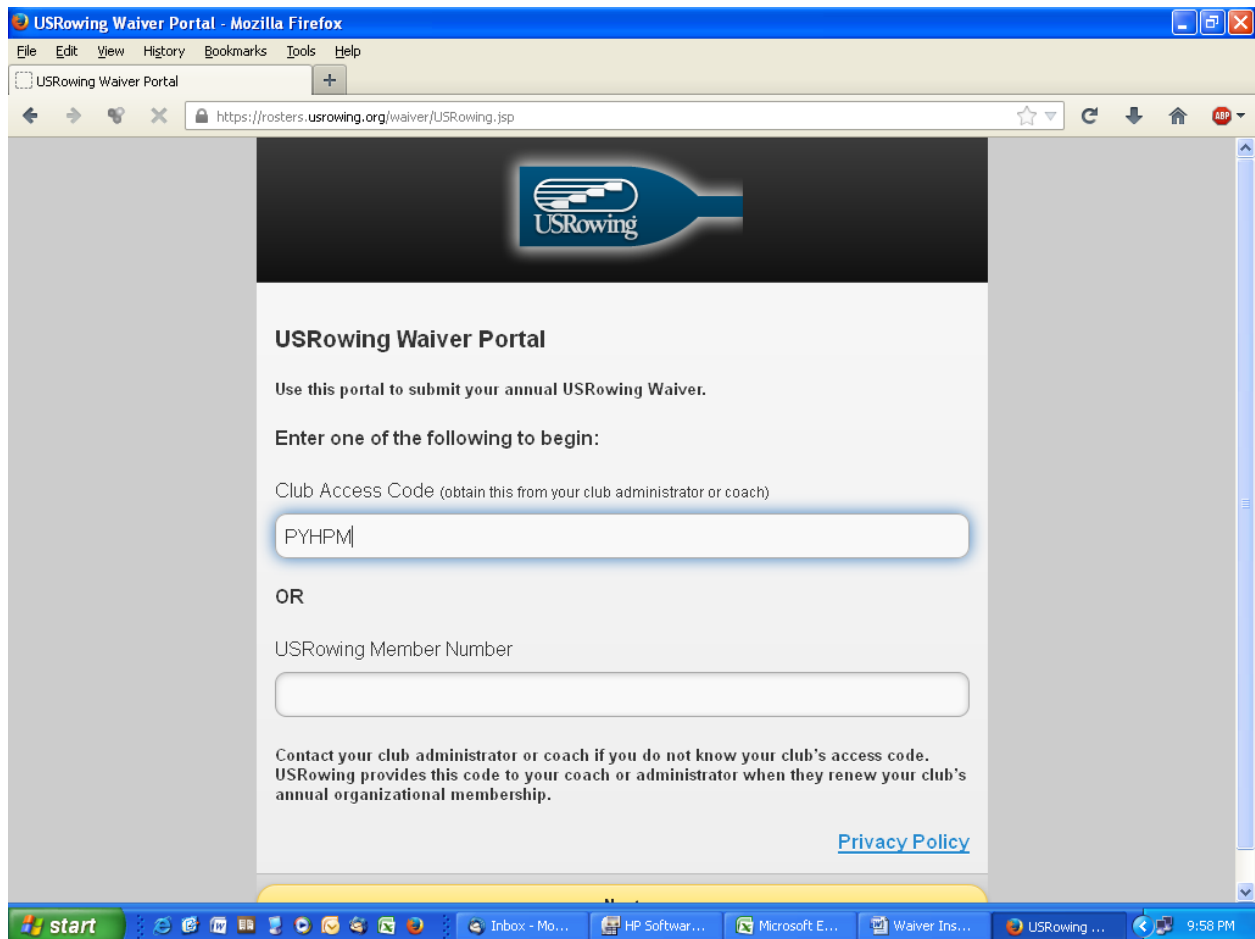


# Insurance Waivers, US Rowing

MHRA is insured through US Rowing. This insurance will help pay for medical care in the event of rower injury. Each rower needs to set up a profile and submit an online waiver at <https://rosters.usrowing.org/waiver> .

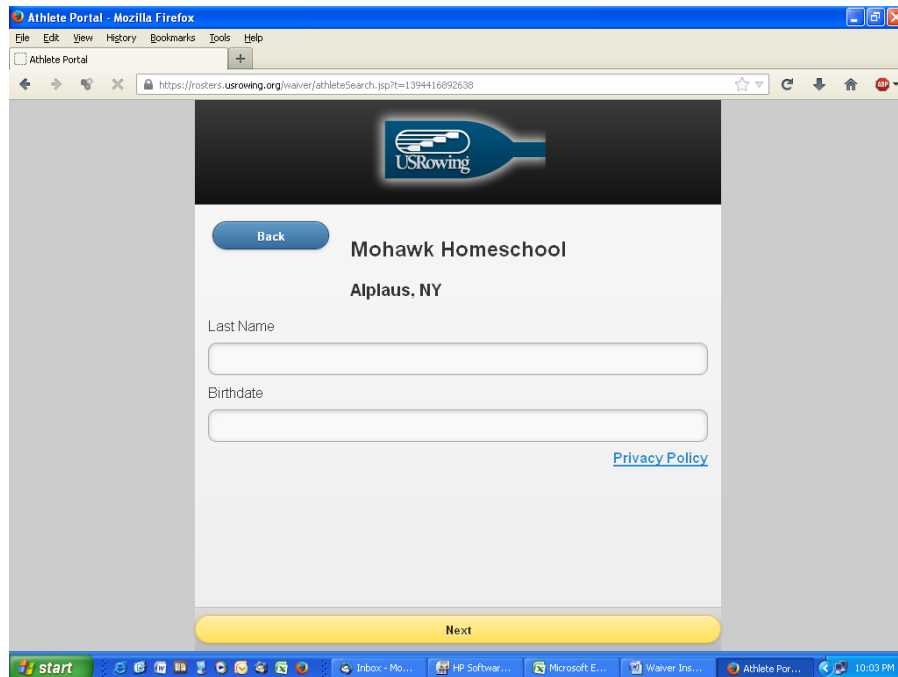
Here are the instructions for how to do this:

- 1) Go to <https://rosters.usrowing.org/waiver>
- 2) Enter Club Access Code **PYHPM** in the first box on the portal screen:



Then click **Next** (the yellow bar on the bottom of the screen)

3) The next screen looks like this:



Enter rower's last name and birthdate in the boxes, then click "Next" on the bottom of the screen.  
(once you click in the "Birthdate" box, a calendar will pop up)

4) If your rower is registered (all returning rowers should be registered), the rower's name should appear as the first selection on the next screen. Click in the circle before the rower's name.

If your rower is new to MHRA, you will click the circle in front of the second selection.

5) Continue to answer questions as prompted.

6) **NEW THIS YEAR:**

**All athletes signing a waiver will be asked FOUR SAFETY QUESTIONS.**

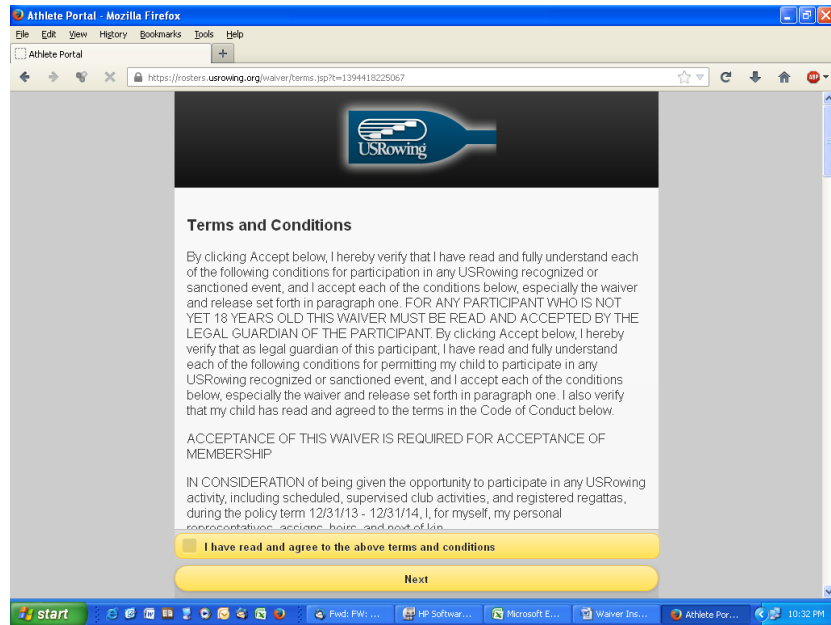
**There are no repercussions for missing any or all of the safety questions.**

These are educational questions only and give USRowing feedback on how athletes understand safety within our sport.

**Even if you happen to miss ALL of the questions, you will still have signed the waiver successfully.**

Please note that these safety questions pertain to sweeping. As our team sculls, your rower may not know the answers. Have your rower take their best guess.

7) You will then be asked to read and sign a waiver (“sign” by checking the box).



8) After reading the waiver and clicking on the box to check it, you will be asked this question:

“Do you plan to compete in a USRowing National Team selection event in 2014?”

Click on “**No**”, then “**Next**”.

9) You will be notified that you are finished.

**Once you complete this process, your rower will be insured.**

Please feel free to send any questions to [MohawkHomeschoolRowing@gmail.com](mailto:MohawkHomeschoolRowing@gmail.com) .

USRowing (Text of Waiver)

## **Terms and Conditions**

By clicking Accept below, I hereby verify that I have read and fully understand each of the following conditions for participation in any USRowing recognized or sanctioned event, and I accept each of the conditions below, especially the waiver and release set forth in paragraph one. FOR ANY PARTICIPANT WHO IS NOT YET 18 YEARS OLD THIS WAIVER MUST BE READ AND ACCEPTED BY THE LEGAL GUARDIAN OF THE PARTICIPANT. By clicking Accept below, I hereby verify that as legal guardian of this participant, I have read and fully understand each of the following conditions for permitting my child to participate in any USRowing recognized or sanctioned event, and I accept each of the conditions below, especially the waiver and release set forth in paragraph one. I also verify that my child has read and agreed to the terms in the Code of Conduct below.

ACCEPTANCE OF THIS WAIVER IS REQUIRED FOR ACCEPTANCE OF MEMBERSHIP

IN CONSIDERATION of being given the opportunity to participate in any USRowing activity, including scheduled, supervised club activities, and registered regattas, during the policy term 12/31/13 - 12/31/14, 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 water and land based, and that I am qualified, in good health, and in proper physical condition to participate in such Activity.
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 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 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 I incur as a result of my participation in the Activity.
3. AGREE AND WARRANT that I will examine and inspect each Activity in which I take part as a member of USRowing 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. HEREBY RELEASE, discharge, and covenant not to sue USRowing, the Club, the Regatta, their administrators, directors, agents, officers, volunteers and employees, other participating regatta 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 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 Releasee 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 any may incur as a result of such claim, to the fullest extent permitted by law.

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.

Florida Waiver (Commercial)

(All parents of minors who are Florida residents must sign both the Florida commercial and non-commercial waivers)

(Commercial Activity Providers)

#### WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

This Release is entered into as between [Parent/Natural Guardian] as natural guardian and/or parent of [child's name], a minor child, and [name of Insured], its officers, directors, members, employees and representatives this [DATE].

#### NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN:

READ THIS FORM COMPLETELY AND CAREFULLY, YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF (NAME OF RELEASED PARTY) USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE THAT YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM [NAME OF RELEASED PARTY] IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND [NAME OF RELEASED PARTY] HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability and Indemnity Agreement (Agreement):

I understand and acknowledge that water sports activities have inherent risks and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life.

I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: [Named Insured], its employees, officers, directors, administrators, agents, coaches, instructors, members, other participants, sponsoring agencies all of which are hereinafter referred to as Released Parties, from any and all liability for any and all claims, demands, losses, or damages on account of injury, including death, or damage to property, caused or alleged to be caused by risks inherent in the water sports activity undertaken by my child.

I further agree that I will not sue or make a claim on behalf of myself or my child against the Released Parties for damages or other losses sustained as a result of my child's participation in the water sports activity.

I further agree to indemnify and hold Released Parties harmless from all claims, judgments and cost, including attorney's fees, incurred in connection with any action brought as a result of my child's participation in the water sports activity.

This Agreement is specifically intended to comply with Section 744.301 Florida Statutes and is intended to operate as a waiver of liability to the fullest extent allowed by law on the date on which it is signed. To the extent that any portion of this Agreement is found to be unenforceable under Florida law, only that portion of the Agreement shall be stricken and the remaining portions of the Agreement shall be enforced.

BY EXECUTING THIS AGREEMENT, I REPRESENT THAT I HAVE READ THE ABOVE SECTION TITLED "NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN" AND THAT I UNDERSTAND THE CONTENTS OF THIS AGREEMENT AND THAT I SIGN IT OF MY OWN FREE WILL ON BEHALF OF MYSELF AND MY MINOR CHILD.

Florida Waiver (Non-Commercial)

(All parents of minors who are Florida residents must sign both the Florida commercial and non-commercial waivers)

(Non-commercial Activity Providers)

#### WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

This Release is entered into as between [Parent/Natural Guardian] as natural guardian and/or parent of [child's name], a minor child, and [name of Insured], its officers, directors, members, employees and representatives this [DATE].

For and in consideration of [Name of Activity Provider] allowing my child to participate in the activities of or sponsored by [Name of Activity Provider], I for myself and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability and Indemnity Agreement (Agreement):

I understand and acknowledge that water sports activities have inherent risks and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life.

I further understand and acknowledge that my child will be engaging in activities that involve the risk of serious bodily injury, permanent disability, paralysis and loss of life, which might result not only from his/her own actions, inactions or negligence, but the action, inaction or negligence of another, the rules of play, or the conditions of the premises, water conditions or of any equipment used. I understand and acknowledged that there may be other risks not reasonably known at this time.

I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: [Named Insured], its employees, officers, directors, administrators, agents, coaches, instructors, members, other participants, sponsoring agencies all of which are hereinafter referred to as Released Parties, from any and all liability for any and all claims, demands, losses, or damages on account of injury, including death, or damage to property, caused or alleged to be caused by the negligence of the Released Parties or otherwise.

I further agree that I will not sue or make a claim on behalf of myself or my child against the Released Parties for damages or other losses sustained as a result of my child's participation in the water sports activity.

I further agree to indemnify and hold Released Parties harmless from all claims, judgments and cost, including attorney's fees, incurred in connection with any action brought as a result of my child's participation in the water sports activity.

This Agreement is specifically is intended to operate as a waiver of liability to the fullest extent allowed by law on the date on which it is signed. To the extent that any portion of this Agreement is found to be unenforceable under Florida law, only that portion of the Agreement shall be stricken and the remaining portions of the Agreement shall be enforced.

BY EXECUTING THIS AGREEMENT, I REPRESENT THAT I HAVE READ THIS RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND THAT I FULLY UNDERSTAND ITS CONTENTS AND SIGN IT OF MY OWN FREE WILL ON BEHALF OF MYSELF AND MY MINOR CHILD.