

**REGATTA RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK  
AND INDEMNITY AGREEMENT (“AGREEMENT”)**

(Some parts excerpted from the New York State Collegiate Rowing Association Form)

IN CONSIDERATION of having the opportunity to participate in any way in any Roth Pond Regatta (“Club”) activities (“Activity”), 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. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the 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 action 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 as a result of my participation in the Activity.
3. **HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE** Stony Brook University, the Club, the Trustees of the Roth Pond Regatta, or Student Polity Inc., their administrators, directors, agents, officers, members, volunteers, and employees, other participants, 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 “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 any may incur as the result of such a claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTANDING 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.

SIGNATURE

PRINTED NAME

DATE

\_\_\_\_\_  
Participant

\_\_\_\_\_  
Roth Pond Regatta Staff Witness

Roth Pond Regatta, SAC Suite 219, SUNY At Stony Brook, Stony Brook, NY 11794

**For Volunteers/Participants of Minority Age :**

If the volunteer/participant is less than 18 years of age, then the parent or legal guardian must also sign below. (The volunteer/participant must still sign where indicated above.)

**REGATTA RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (“AGREEMENT”)**

(Some parts excerpted from the New York State Collegiate Rowing Association Form)

IN CONSIDERATION of having the opportunity to participate in any way in any Roth Pond Regatta (“Club”) activities (“Activity”), I, for myself, my child or ward, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I and my child or ward understand the nature of rowing activities, both on water and land based and that my child or ward is qualified, in good health, and in proper physical condition to participate in such activity. I and my child or ward further agree and warrant that if at any time I or my child or ward believe conditions to be unsafe, I or my child or ward will immediately discontinue further participation in the 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 child or ward’s own actions, or inactions, the action 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 as a result of my child or ward’s participation in the Activity.
3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Stony Brook University, the Club, The Trustees of the Roth Pond Regatta, or Student Polity Inc., their administrators, directors, agents, officers, members, volunteers, and employees, other participants, 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 OR MY CHILD OR WARD’S 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 any may incur as the result of such a claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTANDING ITS TERMS, UNDERSTAND THAT I AND MY CHILD OR WARD 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.

This is to certify that, as parent/guardian of this volunteer/participant, I do consent to his/her waiver and release as set forth above.

Parent/Guardian Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Parent/Guardian Name (print): \_\_\_\_\_

Child/Ward Name (print): \_\_\_\_\_

Relationship: \_\_\_\_\_

State of: \_\_\_\_\_

County of: \_\_\_\_\_

On \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me \_\_\_\_\_, personally appeared who proved to me on the basis of satisfactory evidence to be the person whose names are subscribed to the foregoing, WAIVER, AGREEMENT & INDEMNIFICATION, and acknowledged to me that they executed the same in authorized capacities; and that by their signatures on the instrument executed the instrument.

\_\_\_\_\_  
Notary Public