

## **NBC Member 2024 Universal Release of Liability**

IN CONSIDERATION of being given the opportunity to participate in any activity sponsored by Narragansett Boat Club, including scheduled or unscheduled, supervised or unsupervised club rowing or other activities, classes and regattas (an “Activity” or the “Activities”) during the membership year January 1, 2024 to December 31, 2024, I, my personal representatives, assigns, heirs, and next of kin, expressly agree as follows:

1. ACKNOWLEDGE, agree and represent that I understand the nature and demands 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 any such activity.

2. FULLY UNDERSTAND that

(a.) ROWING ACTIVITIES INVOLVE RISKS AND DANGERS which are inherent in the activity, are foreseeable and unforeseeable, and which may include but are not limited to property loss and/or property damage, injury, serious bodily injury, illness, including, but not limited to COVID-19, or any other pandemic, epidemic, or endemic, or death (“Risks”);

(b.) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of other parties, the conditions in which the Activity takes place, or the actions, inactions, or intentional conduct of Narragansett Boat Club, its administrators, directors, agents, officers, volunteers, contractors and employees, other participating organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises (collectively known as “the Releasees”) on which the Rowing Activity takes place;

(c.) when I engage in Activities, the Narragansett Boat Club cannot prevent me from being exposed to, contracting, and/or spreading COVID-19, or any other pandemic, epidemic, or endemic;

(d.) 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.

I hereby agree to participation in the Activity or Activities with the knowledge of the risk and/or danger involved and hereby expressly agree to assume and accept any and all risk of illness, injury, serious bodily injury, death, property loss and/or property damage.

3. AGREE AND WARRANT that

(a.) I will examine and inspect each Activity in which I take part as a member of Narragansett Boat Club 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;

(b.) I assume the risk of being exposed to, contracting, and/or spreading COVID-19, or any other pandemic, epidemic, or endemic, and am solely responsible for any result of said assumption of risk; and,

(c.) I, and I alone, am responsible for my personal health and safety and the personal property that I bring with me. I am solely responsible for my medical expenses and decisions with respect to my care. That notwithstanding, while engaged in the referenced Activity or Activities, I give my consent in the event of injury or illness to receive, any emergency medical aid, treatment, anesthesia or operation deemed necessary by appropriate medical personnel.

4. I HEREBY RELEASE, waive, discharge, indemnify, hold harmless, and covenant not to sue the Narragansett Boat Club or Narragansett Boat Club's sponsors, members, employees, agents, officers, directors, volunteers, and representatives (hereinafter, collectively "Releasees") from any and all liability arising out of or in connection with my participation in any Activities or as a result of any equipment that may have been provided for these Activities. For the purposes of this Agreement, "liability" means any and all claims, demands, actions and causes of action whatsoever that me and/or my heirs or personal representatives may have against the Releasees because of accident, illness, injury, serious bodily injury, illness or death that may be sustained by me during or by reason of any Activity, or for the loss or damage to any property belonging to me during or by reason of the activity.

5. I HEREBY ACKNOWLEDGE AND AGREE and by my signature below, attest that I have received, read, fully understand and will abide by the Policies and Procedures of Narragansett Boat Club ([www.rownbc.org](http://www.rownbc.org)), the Rules and Regulations of US Rowing, including but not limited to the US Rowing Rules of Rowing ([www.usrowing.org](http://www.usrowing.org)), and the codes, rules, policies and procedures of the U.S. Center for SafeSport ([www.SafeSport.org](http://www.SafeSport.org)).

#### PHOTO RELEASE

6. I HEREBY GRANT my specific permission to the Narragansett Boat Club to take, have, use, publish, and reproduce all media (whether photographs, pictures or video)("my Image") participating in the Activities and to edit, alter, copy, copyright, exhibit, publish, display, distribute and make use of any and all photographs, pictures and/or video taken of me doing so in and/or for promotional or other materials including, but not limited to, newsletters, flyers, posters, brochures, advertisements, fundraising letters, annual reports, press kits and submissions to journalists, websites, social networking sites and other print and digital communications, without payment or any other consideration, so long as the use of my (or my minor child's) Image relates to my (or my minor child's) participation in the Activities. This authorization extends to all languages, media, formats and markets now known or hereafter devised. Additionally, I authorize Narragansett Boat Club to copyright the use of my Image in

Narragansett Boat Club's own name, and to incorporate, broadcast, distribute, re-use, publish, republish, alter, edit and/or duplicate my Image for any purpose and in any manner whatsoever as Narragansett Boat Club so choose in any and all media. I further waive the right to inspect and/or examine all photographs and/or written text to which the images may be applied before use. I also waive any and all rights and claims, including future rights and claims to such photographic images and any interest therein, and I understand and agree that these materials shall become the property of Narragansett Boat Club and will not be returned. I hereby fully release and hold harmless the Narragansett Boat Club from any and all liability arising out of or in any way related to my Image, including but not limited to all claims, demands, losses, causes of action, suits, and/or judgments of any and every kind that arise as a result of my Image and resulting from any cause other than Narragansett Boat Club's gross negligence and/or intentional conduct.

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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.