

## Cohasset Maritime Institute

### RELEASE, WAIVER, DISCHARGE, COVENANT NOT TO SUE

#### AND INDEMNIFICATION AGREEMENT

This is a legally-binding Release, Waiver, Discharge, Covenant Not to Sue and Indemnification Agreement (herein referred to as "Release" and/or "Agreement") made voluntarily by me, and on behalf of my heirs, personal representatives, assigns, next of kin and anyone else who might claim on my behalf (hereinafter referred to collectively as "Releasor", "I" or "me"), which terms shall also include Releasor's parent or guardian if Releasor is under 18 years of age, to the Cohasset Maritime Institute ("CMI").

IN CONSIDERATION of the opportunity to participate in any of CMI's scheduled and unscheduled, supervised and unsupervised, rowing and rowing-related activities and member events, on the water and land-based, and including races and regattas of any kind or nature, and regardless of whether such Activities include a fee, during the term from 12/31/21 to 12/31/22;

IN CONSIDERATION of the opportunity to use CMI equipment, services, facilities and other assistance provided to me by CMI, including without limitation rowing craft, oars, exercise equipment, trailers, boat racks, etc.

1. **I ACKNOWLEDGE**, agree and represent that I am qualified, in good health and in proper physical condition to participate in the Activities as described herein.
2. **I FULLY UNDERSTAND** that (a) there are dangers and risks to which I may be exposed by participating in rowing Activities, both on water and land based, supervised and unsupervised, and which extend to the use of equipment, services, facilities, and other assistance and events provided to me by CMI (individually as "Activity" or collectively as "Activities"); (b) that such Activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death, including death by drowning ("Risks"); (c) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others, the condition in which the Activities take place or the negligence of the Releasee named below; and (d) there may be other risks and social and economic losses inherent in such Activities either not known to me or not readily foreseeable at this time.
3. **I UNDERSTAND AND ACKNOWLEDGE** that CMI does not require me to participate in any Activity, but that I want to do so, despite the possible dangers and risks, and despite this Release. With informed Consent, **I VOLUNTARILY ACCEPT AND ASSUME ALL SUCH RISKS AND RESPONSIBILITY FOR LOSSES, COSTS AND DAMAGES** I incur as a result of my participating in any Activity.
4. **I AGREE AND WARRANT** that I will examine and inspect each Activity in which I take part as a member, competitor, spectator or guest of CMI and that, if I observe any condition which I consider to be unacceptable 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; and
5. **I AGREE AND WARRANT** that I will inspect all equipment, services and facilities before using, and take full responsibility for ensuring that the equipment, service and/or facility is in good working order and safe to use. If I observe any equipment, services or facilities that I consider to be unsafe, I will notify the proper authority in charge, and I will not use said equipment, services and facilities until the condition has been corrected to my satisfaction. I further understand that I am responsible for damage to CMI equipment (intentional and unintentional) not otherwise caused by normal wear and tear. I have further read the CMI Safety Policy and agree to abide by the rules and conditions stated therein.
6. **I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** CMI, its directors, officers, trustees, coaches, legal representatives, volunteers, employees, agents, administrators, assigns and contractors and other participating race and/or regatta organizers, any sponsors, and if applicable, owners and leaseholder(s) of the premises on which the Activity takes place (each

considered one of the "Releasees" herein) from any and all liabilities, claims, demands, losses or damages of every name and nature whatsoever, whenever occurring, whether known or unknown, at law or in equity, that I may suffer at any time arising or related to the Activity, caused at whole or alleged to be caused in whole or in part by the negligence of the Releasee, including negligent rescue operations; and I further agree that if, despite this Release, Waiver, Discharge and Covenant Not to Sue, 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, demand, damage or cost which any Releasee may incur as a result of such claim, to the fullest extent permitted by law.

7. I consent to receive emergency medical assistance or treatment as may be deemed warranted in the event of an injury, accident, illness or medical condition arising during any CMI Activity, and I agree to be financially responsible therewith.
8. I consent and acknowledge that I may be photographed and/or videotaped during any Activity, and I understand that such images may be used for public view. I authorize CMI to release/use my name in conjunction with the aforementioned images in recognized, responsible publications or medial outlets, on CMI's web-based media and as otherwise responsibly approved by CMI.

## **COVID-19 ASSUMPTION OF RISK AND WAIVER**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is constantly evolving but it is widely reported that COVID-19 can spread through person-to-person contact, contaminated surfaces and even the air. People reportedly can become infected from others showing no symptoms. Evidence shows that COVID-19 can cause serious and potentially life-threatening illness, disability and even death. The exact method of spread of the disease is unknown and there is currently no known cure. It is documented that the best practice to contain the spread of COVID-19 is to stay home, limit visits to public places, and practice social distancing.

CMI cannot prevent you or your child(ren) from being exposed to or infected by COVID-19 while at CMI's premises and/or participating in CMI's activities. If you chose to participate in person at a CMI activity, you may be exposing yourself to and/or increasing your risk of infection by or spreading of COVID-19. Although CMI intends to implement cleaning and other preventative measures relating to COVID-19, CMI makes no representations that such measures are or will be effective.

In consideration for being given the opportunity to participate in any CMI activity for the 2022 season:

- I fully understand the foregoing risk related to COVID-19, including the risk of illness, personal liability, disability and death, arising from my or my child(ren)'s participation in CMI's activities. I understand that such risk may result from the actions, inactions and/or omissions or negligence of myself and others including CMI employees, agents, representatives, and/or volunteers. I fully accept and assume the foregoing risk and assume responsibility for any illness, injury, loss, liability and/or expense of any kind that may arise out of my or my child(ren)'s participation in any CMI activity.
- I hereby release, discharge, and covenant not to sue CMI, its employees, agents, and representatives, of and from all Claims, (including without limitation all liabilities, claims, actions, damages, costs, losses or expenses of any kind), caused or alleged to be caused by CMI, its employees, agents, representatives and volunteers, arising out of any exposure, infection or spread of COVID-19, arising out of my or my child(ren)'s participation in CMI activities. I will indemnify and hold harmless CMI, its employees, agents, and representatives, from all liability, losses, attorneys fees, damages arising from any Claims against each and any of them arising out of exposure, infection or spread of COVID-19 arising out of my or my child(ren)'s participation in CMI activities.
- I acknowledge and understand that CMI does not employ or contract with any medical service providers for ordinary or emergency medical services, including but not limited to COVID-19 screening or testing.

**I have read this entire RELEASE AND COVID-19 Assumption of Risk & Waiver and fully understand its contents, accept its terms and agree to be bound by it. I understand that I have given up substantial rights by signing this RELEASE AND COVID-19 Assumption of Risk & Waiver 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. If any portion of this RELEASE AND COVID-19 Assumption of Risk & Waiver is held to be invalid or unenforceable, I agree that the balance of the Agreement, notwithstanding, shall continue in full force and effect.**

**THIS IS A RELEASE OF YOUR RIGHTS AND AN ASSUMPTION OF RISK WAIVER .**

**READ CAREFULLY AND UNDERSTAND BEFORE SIGNING.**

**IF SIGNING ON BEHALF OF A MINOR**

**The undersigned parent or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to release, waive, discharge and indemnity CMI pursuant to the terms of this Release Agreement and COVID-19 Assumption of Risk.**

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**Printed Name of Participant**

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**Signature of Participant**

**If participant is under age of 18:**

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**Printed Name of Parent/Guardian (if Participant under age of 18)**

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**Signature of Parent/Guardian (if Participant under age of 18)**

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

**Revised 4/2022**