



Cape Cod Maritime Museum

Preserving and celebrating Cape Cod's maritime heritage

135 South St., Hyannis MA 02601

508-775-1723

info@capecodmaritimemuseum.org

Release of Liability for the Cape Cod Maritime Museum's Rowing Program

Rowing Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement

IN CONSIDERATION of being given the opportunity to participate in any way in the program, 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, including, without limitation, both on water and land based, and that I am qualified, in good health, and in proper physical condition to participate in the Program's rowing activities. I certify that I do not have any health conditions that may be exacerbated by rowing or prevent me from participating. For your own safety it is recommended to be a competent swimmer. A lifejacket will be provided for all rowers.
2. **FULLY UNDERSTAND** that: (a) ROWING ACTIVITIES INVOLVE RISKS AND DANGERS of serious bodily injury, including permanent disability, paralysis, and death ("Risks and Dangers"); (b) these Risks and Dangers may be caused by my own actions, or inactions, the actions or inactions of others participating, the condition in which the rowing activities 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 DANGERS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** I incur as a result of my participation in the events of the CCMM Rowing Program.
3. **AGREE AND WARRANT** that I will examine and inspect each activity of the rowing program 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 rowing program and will refuse to take part in the rowing activities until the condition has been corrected to my satisfaction.
4. **HEREBY RELEASE**, discharge, and covenant not to sue the Program, CCMM, their insurer, their administrators, directors, agents, officers, members, volunteers, and employees, other participants, regatta organizers, any sponsors, advertisers, and, owners and lessors of premises on which the rowing activities 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 claim to the fullest extent permitted by law. The program holds insurance which covers rowing activities and third-party liability. The program will not accept any liability for any personal injury, damage, or loss of property belonging to participants.
5. **HEREBY ACKNOWLEDGE AND AGREE** and by my signature below, or that of my parent or guardian, attest that I have received, read, fully understand, and will abide by the Program's Safety Rules for Participants. 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



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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: