



Release of Liability, Assumption of Risk, Indemnity and Parental Consent Agreement
(Adult)

IN CONSIDERATION of my being given the opportunity to participate in Austin Rowing Club (“ARC”) land or water based activities (“Activities”), I, for myself and my spouse, children, heirs, personal representatives, estate, assigns, heirs, and next of kin agree as follows:

1. I fully understand, acknowledge, and represent that: (a) I am qualified, in good health, and in proper physical condition to participate in such Activities; (b) the Activities involve risks and dangers of serious injury, permanent disability or death (“Risks”); (c) the Risks may be caused by the negligence or gross negligence of myself or others, including the Releasees named below, equipment failure or malfunction, other events foreseen or unforeseen, or the condition where the Activities take place, (d) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and after thought and careful consideration **I FULLY ACCEPT AND SOLELY ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** I incur as a result of my participation in the Activities.

2. I warrant and represent that I will examine and inspect the Activities and that if I observe any condition I consider unacceptable, hazardous or dangerous I will immediately notify ARC of the condition and will refuse to take part in the Activities until the condition has been made safe.

3. **I FOREVER WAIVE, RELEASE, DISCHARGE, AND COVENANT NOT TO SUE USROWING AND ARC INCLUDING THEIR ADMINISTRATORS, DIRECTORS, AGENTS, MANAGERS, OFFICERS, MEMBERS, EMPLOYEES, VOLUNTEERS, AGENTS AND OTHER PARTICIPATING ORGANIZERS, SPONSORS, ADVERTISERS, AND IF, APPLICABLE, OWNERS AND LESSORS OF THE PREMISES WHERE THE ACTIVITIES TAKE PLACE, (COLLECTIVELY THE “RELEASEES”) FROM ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, JUDGMENTS, DAMAGES (INCLUDING COMPENSATORY, GENERAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE) LIABILITY, OBLIGATIONS OF ANY NATURE OR KIND, WHETHER KNOWN OR UNKNOWN**

AT THE TIME OF THE EXECUTION OF THIS AGREEMENT OR WHICH MAY ARISE OR BECOME KNOWN LATER, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERS, INCLUDING NEGLIGENT RESCUE OPERATIONS WHICH ACCRUE ON ACCOUNT OF OR IN ANY WAY ARISE OUT OF OR IN CONNECTION WITH: (A) MY MEMBERSHIP IN ARC, (B) MY PARTICIPATION IN THE ACTIVITIES, (C) MY RENTAL OR USE OF ANY ROWING BOAT, KAYAK OR STAND UP PADDLE BOARD, (D) MY RENTAL OR USE OF ANY ARC EQUIPMENT, (E) THE USE BY OTHERS OF ANY ARC EQUIPMENT, (E) OR ANY OTHER CLAIM OR DAMAGE THAT ARISES FROM ANY ACT OR OMISSION RELATED IN ANY WAY TO MY USE OF OR OPERATION OF ARC’S EQUIPMENT INCLUDING, BUT NOT LIMITED TO, ROWING BOATS, KAYAKS, OR STAND UP PADDLE BOARDS (COLLECTIVELY THE “CLAIMS”). THIS RELEASE AND WAIVER OF CLAIMS IS INTENDED TO BE AS BROAD AS POSSIBLE. INITIALS:

4. **INDEMNITY. I ALSO AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS ARC (INCLUDING ITS OFFICERS, DIRECTORS MANAGERS, MEMBERS, EMPLOYEES, AGENTS, VOLUNTEERS AND OTHER PARTICIPATING ORGANIZERS, SPONSORS, ADVERTISERS, AND IF, APPLICABLE, OWNERS AND LESSORS OF THE PREMISES WHERE THE ACTIVITIES TAKE PLACE, FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, CLAIMS, OBLIGATIONS, COSTS, DAMAGES, AND/OR EXPENSES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL ATTORNEY’S FEES, COSTS, INVESTIGATIVE COSTS, PRE-SUIT/PRE-ARBITRATION INVESTIGATION COSTS, DAMAGES, AND/OR JUDGMENTS DIRECTLY OR INDIRECTLY ARISING OUT OF, OR RELATING TO THE CLAIMS. EXCEPT AS SPECIFICALLY AGREED TO THE CONTRARY AND I AGREE THAT ALL INDEMNITIES IN THIS AGREEMENT SHALL APPLY WITHOUT REGARD TO THE CAUSE OR CAUSES OF THE INDEMNIFIABLE CONDUCT, INCLUDING WITHOUT LIMITATION THE EXPRESS NEGLIGENCE OF ANY INDEMNITEE, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT AND/OR CONCURRENT, ACTIVE OR PASSIVE, OR ANY OTHER THEORY OF LEGAL LIABILITY. INITIALS:**

5. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach



thereof, shall be settled solely by arbitration administered by the American Arbitration Association. Any claim shall be heard by a single arbitrator who shall be an attorney licensed to practice law in the State of Texas and who has arbitrated at least 10 other matters. The arbitrator shall pick any special AAA rules applicable to the Arbitration and may order discovery to be completed by the parties. The exclusive place of arbitration shall be Austin, Texas. The arbitration shall be governed by the laws of the State of Texas. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator shall not award consequential damages. A party may be awarded attorney's fees if it is allowed by Texas law. The award of the arbitrator shall be accompanied by a reasoned opinion. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator may require for the making of an award. Such waiver shall not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above. The arbitration process (including discovery) and the arbitration award/judgment may be enforced by either party in any Texas County or District Court located in Travis County, Texas.

6. General Provisions.

- a. I am not relying on any oral or written representation or statements made by ARC, or any of its officers, directors, members, employees, volunteers or agents, other than what is set forth in this Agreement.
- b. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect.
- c. This Agreement shall be interpreted

under Texas law. Sole and exclusive jurisdiction and venue related to this Agreement is the Country or State District Courts of Travis County Texas.

- d. I waive the right to jury.
- e. This Agreement encompasses the entire agreement of the parties and supersedes all previous understandings and agreements between the parties, whether oral or written.

I HAVE READ THIS AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I REPRESENT THAT I AM OVER 18 AND LEGALLY COMPETENT TO EXECUTE THIS AGREEMENT, WHICH SHALL BE A BINDING COMMITMENT UPON MY SIGNATURE BELOW.

AGREED AND ACCEPTED:

Printed name		
Street Address		
City	State	Zip
Home Phone	Mobile Phone	Email
Signature		Date
FOR ARC OFFICE USE ONLY		