

# FAIRMOUNT ROWING ASSOCIATION

#2 Boathouse Row, Philadelphia, PA 19130

## APPLICATION FOR MEMBERSHIP

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NAME: \_\_\_\_\_ AGE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NUMBERS:  
DAY \_\_\_\_\_ EVENING \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_ OCCUPATION: \_\_\_\_\_

EMPLOYER/SCHOOL: \_\_\_\_\_  
\_\_\_\_\_

1. What is your object in joining the Club? \_\_\_\_\_  
\_\_\_\_\_

2. Any and all risks of personal injury or loss of personal property is assumed by me. I realize that the Club cannot assume any liability for damages. I hereby reaffirm my waiver of liability.

3. I know how to swim (answer yes or no): \_\_\_\_\_

4. If accepted for membership, I will be willing to uphold the Constitution and By-Laws of this Club, and abide by all rules and regulations.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

If Applicant is under 21 years of age, Parent to sign also:

Signature of Parent: \_\_\_\_\_ Date: \_\_\_\_\_

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The Applicant hereon named, is, to the best of my knowledge and belief, of good moral character and habits, and is worthy of membership.

Proposed by: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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The Membership Committee has interviewed the Applicant and finds the Applicant worthy of membership.

Membership Committee: \_\_\_\_\_ Date: \_\_\_\_\_

**Adult Rowing Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement ("Agreement")**

In consideration of being given the opportunity to participate in any way in any Fairmount Rowing Association 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 too 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 actions 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 Fairmount Rowing Association, its administrators, directors, agents, officers, volunteers, and employees, other participants, regatta organizers, 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 claim.

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.

**NOT FOR USE WITH MINORS**

NAME OF PARTICIPANT: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

PARTICIPANT'S SIGNATURE

\_\_\_\_\_

**I HAVE READ THIS RELEASE AND AGREE**

## Minor Rowing Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement ("Agreement")

In consideration of the minor person listed below (the "minor") being given the opportunity to participate in any way in any Fairmount Rowing Association activities (Activity) until the end of this calendar year, I, on behalf of myself and the minor under my care, our 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 the minor is qualified, in good health, and in proper physical condition to participate in such 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 the minor's actions, or inactions, the actions 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 the minor's participation in the Activity.

3. AGREE AND WARRANT that I will examine and inspect each Activity in which the minor takes part as a member of the 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 the minor to take part in the Activity until the condition has been corrected to my satisfaction;

4. HEREBY RELEASE, discharge, and covenant not to sue Fairmount Rowing Association, its administrators, directors, agents, officers, volunteers, and employees, other participants, regatta organizers, 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 or on behalf of the minor, 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.

NAME OF PARTICIPANT: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

### PARENTAL CONSENT

I, the minor's parent and/or legal guardian, understand the nature of rowing activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue, and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages on the minor'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 further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as the result of any such claim.

NAME OF PARENT/GUARDIAN: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

PARENT/GUARDIAN SIGNATURE (only if participant is under the age of 18): \_\_\_\_\_

**I HAVE READ THIS RELEASE AND AGREE**