

ROWING PARENTAL CONSENT RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT (the "AGREEMENT")

IN CONSIDERATION of my minor child being given the opportunity to participate in any way in the HEAD OF THE TRENT regatta (the "Regatta") organized by the PETERBOROUGH ROWING CLUB INC. (the "PRC"), I, agree that I:

1. UNDERSTAND the nature of rowing activities in any way arising in connection with the Regatta, both on water and land based and the Minor's Experience and capabilities and believe the Minor to be qualified, in good health, and in proper physical condition to participate in such a Regatta. I further agree and warrant and will instruct the Minor that if at any time the Minor believes conditions to be unsafe, he/she will immediately discontinue further participation in the Regatta.

2. FULLY UNDERSTAND that:

- (a) rowing activities and the Regatta involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death, as well as, other risks and social and economic losses either not known to me or not readily foreseeable at this time ("the Risks"); and
- (b) the Risks and dangers may be caused by the Minor's own actions, or inactions, the actions or inactions of others participating in the Regatta, the conditions in which the Regatta takes place, or the negligence of the "Releases" named below;

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 Regatta.

3. HEREBY RELEASE, discharge, and covenant not to commence any legal action against, PRC, Trent University, their administrators, directors, agents, officers, volunteers, and employees, other participants, and, if applicable, owners and lessors of premises on which the Regatta takes place, (each considered one of the "Releases" herein) from all liability, claims, demands, actions or causes of action, losses, or damages on the Minor's account caused or alleged to be caused in whole or in part by the negligence of the Releases or otherwise, including negligent rescue operations; and I further agree that if, despite the RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, I, the Minor, or anyone on the Minor's behalf, makes a claim against any of the Releases, I will indemnify, save, and hold harmless each of the Releases from any litigation expenses, attorney fees on a solicitor-and-client basis, 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 and the Minor 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, and that the proper law of this Agreement is the law of the Province of Ontario, Canada.

\_\_\_\_\_  
NAME OF MINOR  
PARTICIPANT

\_\_\_\_\_  
CLUB

\_\_\_\_\_  
SIGNATURE OF PARENT OR  
LEGAL GUARDIAN

\_\_\_\_\_  
SIGNATURE OF WITNESS      DATE

\_\_\_\_\_  
PRINTED NAME OF PARENT OR  
LEGAL GUARDIAN

\_\_\_\_\_  
PRINTED NAME OF WITNESS      DATE