

DULUTH ROWING CLUB WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

COVID-19

Adult Member Name: \_\_\_\_\_

Child Member Name(s): \_\_\_\_\_  
\_\_\_\_\_

IN CONSIDERATION for being permitted to utilize the DULUTH ROWING CLUB (the "DRC") and/or for my children listed above to so utilize, the undersigned, on behalf of himself or herself and such listed children and any personal representatives, heirs, and next of kin (hereinafter referred to as "the undersigned") hereby acknowledges, agrees and represents that he or she has inspected and carefully considered such premises, equipment and facilities and/or the affiliated program and that the undersigned finds and accepts same as being safe and reasonably suited for the use or participation by the undersigned and such participating children.

In addition, the undersigned acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including several cases in Minnesota and Wisconsin. In accordance with the most recent guidance and protocols issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), the Minnesota Department of Health (MDH), for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such listed children shall visit or utilize the DRC within 14 days after (i) returning from highly impacted areas (ii) exposure to any person returning from highly impacted areas, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19.

The undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and programs of the DRC if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, and/or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify the DRC immediately if he or she believes that any of the foregoing access/use restrictions may apply.

The DRC has taken certain steps to implement recommended guidance and protocols issued by the Public Health Agencies for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above. The undersigned acknowledges and agrees that the DRC may revise its procedures at any time based on updated recommended guidance and protocols issued by the Public Health Agencies and further agrees to comply with the DRC's revised procedures prior to utilizing the facilities, services, and programs of the DRC.

The undersigned fully understands and appreciates both the known and potential dangers of utilizing the facilities, services, and programs of the DRC and acknowledges that use thereof by the undersigned and/or such listed children may, despite the DRC's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE DRC, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH LISTED CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the DRC, its directors, officers, employees, volunteers and agents from all liability to the undersigned or such listed children and all personal representatives, assigns, heirs, and next of kin of the undersigned or such listed children for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned or such listed children (or any person who may contract COVID-19, directly or indirectly, from the undersigned or such listed children) whether caused by the negligence, active or passive, of the DRC or otherwise while the undersigned or such participating children are in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the DRC.

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the DRC, its directors, officers, employees, volunteers and agents , and each of them, from any loss, liability, damages or costs they may incur, whether caused by the negligence, active or passive, or otherwise while the undersigned or any listed child is in, upon, or about the premises or any facilities or equipment therein. The undersigned understands and agrees that the DRC is not required to provide insurance to cover the undersigned or such listed children in the event they suffer illness, injury, death, property loss, theft or damage of any sort upon, or about the premises or any facilities or equipment therein.

The undersigned agrees and acknowledges that use of the DRC facilities and services may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such listed children due to negligence, active or passive, or otherwise while in, about or upon the premises of the DRC and/or while using the premises or any facilities or equipment thereon. The undersigned acknowledges that any illness or injuries that the undersigned or such listed children contract or sustain may be compounded by negligent first aid or emergency response of the Releasees and waive any claim in respect thereof.

THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of Minnesota and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE DRC IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT THE DRC OR PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO THE DRC THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

I have read and understand the terms of this Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement and agree to its terms.

Adult Member:              /s/       , Date: \_\_\_\_\_.

Child Member:              /s/       , Date: \_\_\_\_\_.

Child Member:              /s/       , Date: \_\_\_\_\_.