



Cleveland Rowing Foundation

Participant Agreement for Athletes Required to Swim Test

The following agreement is made and entered into by and between the Cleveland Rowing Foundation (CRF), _____ (Participant) and _____ (participant's parent/legal guardian). I am a member or invited guest of Cleveland Rowing Foundation (CRF) and/or a CRF Affiliated Rowing Organization (ARO) _____ (organization name).

Policies

As a member or invited guest, I agree to be bound by the CRF Safety policies including but not limited to the terms of the CRF Safety Manual and any applicable policies of my ARO. CRF is a USRowing organization. Therefore, I agree to be bound by all USRowing policies and procedures including but not limited to the USRowing SafeSport Abuse Prevention Program and USRowing Safety Guidelines located at <https://usrowing.org/>.

Swim Test Verification

☐ Option A. Participant is a Proficient Swimmer.

Participant has a **Certified Swim Test Form on file** with the above-named ARO that confirms the following abilities:

- (1) To swim 50 yards continuously;
- (2) To tread water for 10 minutes unassisted by any flotation device; and
- (3) To don and secure a PFD (Personal Flotation Device) while treading water.

☐ Option B. Participant is not a Proficient Swimmer and requires a PFD.

I acknowledge that I am unable to complete the swim requirements listed in Option A. Consequently, I agree to the following: 1. I must wear a properly fitted PFD at all times while participating in CRF activities on or near the water. 2. If a PFD is unavailable, I will refrain from engaging in any CRF activity on or near the water. 3. I accept sole responsibility for ensuring I am wearing a properly fitted PFD before engaging in any CRF activity on or near the water.

Waiver and Release

I (collectively the participant and their parent or guardian), hereby acknowledge that I have read, understood, and executed the USRowing Waiver and Release of Liability. I further agree that all terms, conditions, and releases contained in the USRowing Waiver are hereby incorporated by reference into this Cleveland Rowing Foundation (CRF) Agreement.

By signing below, I voluntarily release, discharge, and covenant not to sue CRF, its directors, officers, employees, and volunteers from any and all liability for personal injury, death, or property damage arising out of my participation in rowing activities. I understand that I am giving up substantial legal rights, including the right to bring a legal action against CRF.

This release is intended to be as broad and inclusive as permitted by law. If any portion of this agreement is held invalid, I agree that the remainder shall continue in full legal force and effect.

Printed Name of Participant: _____ **Date:** _____

Address of Participant: _____ **Phone #:** _____

Date of Birth: _____ **Email:** _____

Signature of Participant: _____

Signature of minor's Parent/Guardian: _____



Cleveland Rowing Foundation Swim Test Certification

Before engaging in activities on or near the water at the Cleveland Rowing Foundation (CRF), all **Athletes**, as described below, must pass a swim test administered by a certified lifeguard or Red Cross Safety Instructor.

For the purposes of this certification, the term "**Athletes**" applies to:

- All high school athletes;
- All junior athletes;
- All athletes under the age of 18; and
- Any athletes in programs requiring swim test certification.

Athletes without a completed test on file are required to wear a properly fitted life vest whenever they are on or near the water at CRF.

The swim test is comprised of the following:

- (1) swim 50 yards,
- (2) tread water for 10 minutes unassisted by any flotation device, and
- (3) put on a PFD and secure it while treading water.

I, _____ (lifeguard/instructor name), certify that
_____ (swimmer's name) has completed the swim requirements in the
order listed above. The test of swimming ability was given at _____
(test location) on _____ (date of test).

Signature of person administering test _____

Parent/Guardian Acknowledgment

(required for athletes under 18 years old)

I verify that my child has met the swim requirements. I give my child permission to participate in activities on/near the water at the CRF and not wear a personal flotation device.

Parent/Guardian signature: _____ **Date:** _____



UNITED STATES ROWING ASSOCIATION

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

I the undersigned, for myself, my personal representatives, assigns, heirs, and next of kin, hereby agree that, as a condition of, and material inducement to USRowing's willingness to allow me to participate in Rowing Activities (as defined below) I acknowledge and agree as follows:

1. I acknowledge, agree and represent that I understand the nature of rowing activities or events, sponsored, organized or sanctioned by United States Rowing Association ("**USRowing**"), including but not limited to, hosted and sanctioned regattas, camps, clinics, practices, events, competitions, conventions, and related operations both on water and land based, ("**Rowing Activities**"), and that I am solely responsible for determining that I am qualified, in good health, and in proper physical condition to participate in such activities.
2. I fully understand that: (a.) Rowing Activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis, death, sickness and diseases (including communicable disease such as the virus commonly known as COVID-19 and/or any variation or mutation thereof) ("**Risks**"); (b.) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Rowing Activities, the condition in which the Rowing Activities take place, or the negligence of the Releasees (as defined 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 OR SUFFER AS A RESULT OF MY PARTICIPATION IN THE ROWING ACTIVITIES.
3. I agree and warrant that I will examine and inspect each Rowing Activity in which I take part, including, but not limited to, any related equipment, and that, if I observe any condition which I consider to be hazardous, dangerous or inadequate, I will notify the proper authority in charge of the Rowing Activity and will refuse to take part in the Rowing Activity until the condition has been corrected.
4. I HEREBY FOREVER RELEASE AND DISCHARGE USRowing, the applicable rowing club and/or regatta, including their respective past, present and future, direct and indirect administrators, directors, agents, officers, partners, members, managers, trustees, volunteers, employees or other representatives, participating regatta organizers, sponsors, advertisers, and if applicable, owners and lessors of premises, on which the Rowing Activities take place (collectively and individually, the "**Releasees**") from all actions, causes of action, debts, costs, liability, claims, demands, losses or damages (collectively, "**Claims**") arising out of or related to my participation in the Rowing Activities, including without limitation, Claims arising from or occurring as a result of the negligent acts or omissions of the Releasees, negligent rescue operations or otherwise. I further agree that if 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, losses, liabilities, damages, or costs which any may incur as a result of such Claim, to the fullest extent permitted by law. I SHALL NOT SUE OR MAKE ANY CLAIM (OR PARTICIPATE IN ANY SUIT OR CLAIM) against any Releasees with respect to any released claim or any other matter addressed by this Agreement.
5. I will be familiar with, comply with, and be bound by the terms and conditions of all Rules and Regulations of USRowing, including but not limited to the USRowing Rules of Rowing (www.usrowing.org), the World Anti-Doping Code (www.usada.org), the codes, rules, policies and procedures of the U.S. Center for SafeSport (the "**SafeSport Rules**," www.SafeSport.org), including with respect to the exclusive authority and jurisdiction of the U.S. Center for SafeSport to investigate and resolve reported sexual misconduct and the discretionary authority to investigate and resolve reports of other misconduct, USRowing Safe Sport Policy, the USRowing Grievance Procedures, the USRowing Safe Guidelines, the USRowing Bylaws and other governance documents, and the rules, policies, procedures and bylaws of the United States Olympic and Paralympic Committee, and all other policies, procedures, rules or regulations adopted by USRowing from time to time (collectively, the "**USRowing Policies**"). I further agree that arbitration pursuant to the binding arbitration provisions of the SafeSport Rules shall be the exclusive method to resolve any dispute over any disciplinary action taken by USRowing as a result of a U.S. Center for SafeSport investigation.
6. Without limitation to anything in the foregoing, to the extent I am a resident of Florida executing this Agreement as a parent or guardian of a minor, I agree to the following in accordance with Florida Statute 744.301:

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF USROWING AND USROWING AFFILIATED PARTIES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY

PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM USROWING AND USROWING AFFILIATED PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND USROWING HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

7. Except as limited by the USOPC [NGB Athlete Agreement](#) Policy, including but not limited to the use of images featuring athletes, members, participants or other third parties for commercial purposes as those terms are defined in the USOPC NGB Athlete Agreement Policy, I hereby grant to USRowing a perpetual and royalty-free license throughout the world to utilize my likeness, image, voice, logo and/or words incidental to any pictures, television, radio, videotapes, recordings, film, the internet, or any other media form or medium now known or hereinafter devised (collectively, the "NIL"), to the extent created or captured in connection with (i) the promotion of the sport of rowing; (ii) the promotion or exhibition of one or more Rowing Activities; (iii) any non-commercial use during the Rowing Activities, without compensation, payment royalties, notification, or permission for the non-commercial purpose of promoting the sport of rowing, and/or (iv) any activity in furtherance of USRowing's mission. I further waive the right to inspect and/or examine all representations of the NIL, and waive any and all rights and claims, including future rights and claims to such representations and any interest therein. I release and discharge USRowing and its affiliates from any liability by virtue of distortion, blurring, alteration, optical illusion, digital scanning and manipulation, and/or use of the NIL in composite form, whether the same is intentional, or otherwise. I understand that USRowing and its affiliates may use any process or procedure resulting in the completion of the finished product for publication, display, copyright, or distribution except as otherwise limited by the USOPC NGB Athlete Agreement Policy.
8. I acknowledge that all disputes arising under this Agreement are governed by USRowing Policies, including but not limited to the procedures for prompt and equitable resolution detailed in the USRowing Code of Conduct (including the Grievance Procedures incorporated therein). I agree that any such disputes shall be resolved exclusively through USRowing's Grievance Procedures, that the foregoing constitutes a binding agreement to arbitrate such disputes within the meaning of the Federal Arbitration Act, and that any decision or award issued pursuant to USRowing's Grievance Procedures may be enforced in any court of competent jurisdiction.
9. Without limiting the generality of the foregoing, it is my duty to comply with all anti-doping rules of the World Anti-Doping Agency (WADA), World Rowing, the USOPC including the USOPC National Anti-Doping Policy, and of the U.S. Anti-Doping Agency (USADA), including the USADA Protocol for Olympic and Paralympic Movement Testing (USADA Protocol) and all other policies and rules adopted by WADA, World Rowing, the USOPC and USADA (collectively, the "Anti-Doping Rules"). I agree to submit to drug testing by World Rowing and/or USADA or their designees at any time and understand that the use of methods or substances prohibited by the applicable anti-doping rules make me subject to penalties including, but not limited to, disqualification and suspension. If it is determined that I may have committed a doping violation, I agree to submit to the results management authority and processes of USADA, including arbitration under the USADA Protocol, or to the results management authority of World Rowing, if applicable or referred by USADA. Further, I acknowledge that it is the duty of all Athletes, Athlete Support Personnel and other Persons (as those terms are defined in the World-Anti Doping Code), by virtue of their participation in the Olympic, Paralympic, Pan American, Parapan American or Youth Olympic Games, participation in an Event or Competition organized or sanctioned by an NGB, PSO or HPMO, participation on a national team, utilization of a USOPC Training Center, receipt of benefits from the USOPC or USRowing, inclusion in the Registered Testing Pool, or otherwise subject to the World Anti-Doping Code to comply with all anti-doping rules of WADA, World Rowing, the USOPC, and of the U.S. Anti-Doping Agency (USADA), including the USADA Protocol for Olympic and Paralympic Movement Testing (USADA Protocol) and all other policies and rules adopted by WADA, World Rowing and USADA. If it is determined that an Athlete, Athlete Support Personnel, or other Person may have committed a doping violation, the individual agrees to submit to the results management authority and processes of USADA, including arbitration under the USADA Protocol, or to the results management authority of World Rowing, if applicable or referred by USADA. In addition, Athletes agree to submit to drug testing by World Rowing and/or USADA or their designees at any time and understand that the use of methods or substances prohibited by the applicable anti-doping rules make them subject to penalties including, but not limited to, disqualification and suspension. I agree that before taking any medications I will check the prohibited status of such medications at www.globaldro.com. In some situations, an athlete may have an illness or condition that requires the use of a medication listed on the WADA's Prohibited List, in which case USADA can grant a Therapeutic Use Exemption.

10. Except for the USRowing Policies, all of which are incorporated into this Agreement, and USRowing Membership Forms, this Agreement constitutes the entire and exclusive agreement between the parties relating to the subject matter hereto and supersedes any oral or other understanding. The Agreement may only be modified in writing executed by a duly authorized representative of USRowing.
11. You will comply with all applicable statutes, rules, regulations, guidelines, orders, laws and restrictions of any governmental authority or any instrumentality or agency thereof having jurisdiction over you, including as related to communicable diseases, and shall maintain any required permits or licenses as may be required in connection therewith.
12. I confirm that I am either (i) at least 18 years old, or (ii) the parent or guardian of the minor for whom I am registering, and I have the legal authority to bind that minor to the terms of this Agreement. If I am registering on behalf of a minor, I acknowledge and agree that I, as the minor's parent or legal guardian, am responsible for the minor's compliance with all the terms and conditions of this Agreement. I acknowledge and agree that USRowing is relying on the representations made in this paragraph as a material inducement for allowing me (if I am 18 years or older), or the minor for whom I am signing as parent or legal guardian, to participate in the Rowing Activities.
13. I HAVE READ THIS WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.
14. (a.) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns; (b) unless prohibited by applicable law, USRowing shall have the right to assign or transfer this Agreement without my consent and without prior notice to me; (c) the Agreement and my obligations hereunder, shall survive any cancellation or termination of the Rowing Activities; (d) if any term or provision of this Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement, and to the extent permitted by applicable law, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable; and (e) this Agreement is entered into and shall be governed by the internal laws of the State of New York without regard to principles of conflicts of law.

