



## COVID-19 – Waiver, Release, and Assumption of Risk

This Waiver, Release, and Assumption of Risk Agreement (the “Release Agreement”) is entered into between Rio Salado Rowing Club (“RSRC”) and the undersigned, (“I” or the “Undersigned”). In consideration of being allowed to participate in any way in the RSRC programs, including individual and, when permitted, group rowing, and related events and activities (the “Program”), the Undersigned acknowledges, appreciates, and agrees that:

1. COVID-19 is an extremely contagious disease spread mainly through person-to-person contact that can lead to severe illness and death. According to the Centers for Disease Control and Prevention (“CDC”), people age 65 years and older, people who live in a nursing home or long-term care facility, and people of all ages with underlying medical conditions, particularly if such conditions are not well controlled, are at a high-risk of severe illness from COVID-19;

2. I acknowledge the contagious nature of Coronavirus/ COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing. I further acknowledge that the risk of illness from COVID-19 are significant, including but not limited to fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea or death. There is no known treatment, cure, or vaccine for COVID-19;

3. There is an inherent risk of exposure to COVID-19 that exists in any place where people are present. With regards to rowing, the more people an individual interacts with, the closer the physical interaction, the more sharing of equipment there is by multiple rowers, and the longer that interaction, the higher the risk of spreading COVID-19. The best way to prevent illness is to avoid being exposed to this virus. Because the Programs may involve the presence and interaction of people, and because there is a risk of exposure to COVID-19 in any place where people are present, I understand and agree that participation in the Programs will be at my own risk;

4. I acknowledge the risk to have contact with individuals, who have been exposed to and/or have been diagnosed with COVID-19 does exist, and it is impossible to eliminate the risk that I could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease;

5. While RSRC will comply with all COVID-19 safeguards and regulations, RSRC expects all members participating in its Programs to be aware of, and abide by all federal, state, and local regulations and the regulations set by U.S. Rowing. I agree that if I participate in the Program, I will inform myself of and follow the following regulations:

<https://www.cdc.gov/coronavirus/2019-ncov/index.html>

<https://www.azdhs.gov/preparedness/epidemiology-disease-control/infectious-disease-epidemiology/index.php#novel-coronavirus-home>

<https://www.maricopa.gov/5460/Coronavirus-Disease-2019>

<https://www.tempe.gov/government/communication-and-media-relations/coronavirus-covid19>

<https://usrowing.org/sports/2020/3/4/usrowing-coronavirus-information-and-updates.aspx>

6. I agree that if I participate in the Program, I will abide by any other measures RSRC puts in place to reduce the spread of COVID-19. I recognize that the measures put in place by RSRC are subject to change and that it is ultimately my responsibility to be aware of them as well as all the safety regulations cited in Paragraph 5 above. I recognize that though RSRC is requiring or encouraging these measures, RSRC is not in a position to police compliance. I recognize that one or more members may not abide by the measures RSRC puts in place and I assume the risk of members failing to comply including as to the harms listed in Paragraph 2.

7. Despite these preventative measures, RSRC cannot guarantee that the Undersigned will not become infected with COVID-19. Moreover, participation in the Program can increase the risk of contracting COVID-19. THEREFORE, I FULLY REALIZE THE DANGERS OF PARTICIPATING IN THE PROGRAMS AND OF INTERACTING AND COMING INTO CONTACT WITH OTHER PEOPLE, INCLUDING THE POTENTIAL EXPOSURE TO COVID-19, AND I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS ASSOCIATED WITH PARTICIPATION IN THE PROGRAMS AND IN INTERACTING WITH OTHER PEOPLE, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume all full responsibility for my participation;

8. I, for myself, and on behalf of my heirs, assigns, personal representatives and next of kin, as well as any persons acting by, through, under, or in concert with any of them, (collectively, the "Releasers") HEREBY WAIVE, RELEASE FROM LIABILITY, DISCHARGE, PROMISE TO INDEMNIFY AND NOT TO SUE, AND HOLD HARMLESS RSRC, and their respective officers, board members, directors, officials, agents and/or employees, volunteers, representatives, other participants, sponsoring agencies, sponsors, advertisers, associations, affiliates, and if applicable, owners and lessors of the premises used to conduct the event ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, ARISING OUT OF OR IN CONNECTION WITH PARTICIPATION IN THE PROGRAMS AND INTERACTION AND CONTACT WITH OTHER PEOPLE, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE;

9. I attest that I will not participate in any Programs or be present at the Boatyard if:

- I am experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell;
- I have traveled internationally within the last 14 days;
- I have traveled to a highly impacted area within the United States of America within the last 14 days;
- I am aware or have reason to believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19; or

I have been diagnosed with Coronavirus/Covid-19.

I further attest that:

- I am following and will follow all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19;
- I am self-monitoring and will self-monitor for symptoms;

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- I will use hand sanitizer upon arrival at the boatyard;
- I will wipe oars with disinfectant before and after use;
- I will maintain physical/social distance while in the boatyard and around the hose areas;  I will wear a mask in and around the boatyard, around the hose areas, and while carrying oars; and
- I am following and will follow guidelines set by RSRC.

10. I HAVE CAREFULLY READ THIS RELEASE AGREEMENT, AND I HAVE HAD SUFFICIENT TIME TO CONSIDER IT AND TO CONSULT WITH AN ATTORNEY, IF I SO CHOOSE, REGARDING THIS RELEASE AGREEMENT. I REPRESENT AND WARRANT THAT I FULLY UNDERSTAND THE TERMS OF THIS RELEASE AGREEMENT, I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT ON MY OWN BEHALF, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT AND WITHOUT ANY DURESS OR COERCION. I UNDERSTAND THAT THIS RELEASE IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES AND THAT IT APPLIES TO ALL PROGRAMS AND ACTIVITIES ENGAGED IN BY ME REGARDLESS OF WHETHER OR NOT LISTED ABOVE.

Player Name (please print):

\_\_\_\_\_

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

