

**Radnor High School Boys Crew Club  
Facility/Property Use at 601 Washington Ave. Boathouse  
Assumption of Risks, Waiver of Liability, Release,  
Hold Harmless, and Covenant Not to Sue**

**I will be participating in a program and/or sporting event in the Radnor High School Boys Crew Club utilizing the Villanova University Boathouse Facilities (collectively, the “Facilities and Property”) and for myself, my personal representatives, assigns, heirs, and next of kin:**

**Assumption of Risks:** Participation in Rowing Activities, including but not limited to the associated training for Rowing, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, some involve sustained physical activity which places stress on the cardiovascular system, some involve activities on the water and others involve risk of harm from other participants or through observation of an activity as a spectator. The specific risks vary from one activity to another, but the risks range from (1) minor injuries such as scratches, bruises, and sprain, (2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions, and/or (3) catastrophic injuries including paralysis and death. These risks may be caused by my own actions or inactions, the actions or inactions of others participating in the Radnor High School Boys Crew Club, or the negligence of the “releasees” named below. There may be other risks and social and economic losses not known to me or not foreseeable at this time, and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Radnor High School Boys Crew Club activities.

Further, I agree and warrant that I will examine and inspect each activity in which I take part 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 to take part in that activity until the conditions has been corrected to my satisfaction.

**Waiver and Release and Covenant Not to Sue:** In consideration of permission granted to me by Radnor High School Boys Crew Club to use, today and on any future dates, the Facilities and Property, I, for myself, my heirs, my personal representatives or assigns, (and for my child, if a minor), do hereby agree to waive, release, hold harmless, and covenant not to sue Radnor High School Boys Crew Club, Villanova University, the O’Neil Properties Group, 601 Washington Avenue Associates, and Radnor High School, and all of their respective, employees, coaches, contractors, insurers, agents and affiliates from liability from any and all claims, causes or events (including the negligence of any of the foregoing) resulting in personal injury, accident or illness (including death), and/or property loss arising from, but not limited to my participation in and/or the use of the Facilities and Property.

**Indemnity and Hold Harmless.** I further agree that if, despite this release and waiver of liability, assumption of risk, 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 or arbitration expenses, losses, liability, damages or costs, including but not limited to attorneys fees, which may incur as a result of such a claim.

**Severability:** I further expressly agree that the foregoing Assumption of Risks, Waiver of Liability, Release, Hold Harmless, and Covenant Not to Sue Agreement are intended to be as broad and inclusive as is permitted by law of the Commonwealth of Pennsylvania and that if any portion thereof is held invalid, I agree that the balance of this Agreement shall continue in full legal force and effect.

**Acknowledgment of Understanding:** I have read this Assumption of Risks, Waiver of Liability, Release, Hold Harmless, Covenant Not to Sue Agreement, and I fully understand its terms, and understand and agree that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this Agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of Radnor High School Boys Crew Club, Villanova University, the O’Neil Properties

Group, 601 Washington Avenue Associates, and Radnor High School and their respective employees, coaches, contractors, insurers, agents and affiliates of all liability to the greatest extent allowed by law.

_____ Signature of Parent/Guardian of Minor	_____ Date
Participant's Age (if minor) _____	
(Write or type name of Parent/Guardian): _____	
Emergency Contact Information: _____	
Insurance Carrier _____	
Policy Number _____	
Policy Holder's Name _____	

_____ Signature of Participant (Write or type name of Participant)	_____ Date
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