

Beaufort Oars Rowing Club
Friends of the Museum
Acknowledgment of Risk and Release of Liability and
Indemnity Agreement

Welcome to The Beaufort Oars. Some of your activities here are not without risk. We think it is important for you to be informed of the inherent dangers and risks involved. The following describes some, but certainly not all, of those risks and dangers:

There is always an inherent danger in boating, such as slipping, falling, being knocked unconscious, drowning etc. Life jackets will be provided for all participants, however if you are not a strong swimmer we strongly recommend wearing a life jacket. Children under the age of twelve will be required to wear a life jacket at all times regardless of swimming ability. Additionally in a synchronized rowing boat, if you are not in rhythm with other rowers there is a risk of injury by collision, falling off a seat, or being hit by an oar.

NOW THEREFORE, in consideration for my use, this date and at anytime in the future, of property and facilities owned, leased, licensed or used by The Beaufort Oars Rowing Club, I agree as follows:

1. Whenever any reference is made herein to the terms, "The Beaufort Oars", "Beaufort Oars", "The Beaufort Oars Rowing Club", "The Friends of the NC Maritime Museum," or "The Society of Interpretive Historians", this shall mean, The Beaufort Oars and its manager, employees, agents, lessors, and all other persons or entities associated with The Beaufort Oars in the use and operation of The Beaufort Oars and related properties.

2. That I understand the risks, hazards, and dangers as describes above and have had the opportunity to discuss them with _____. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities for my personal safety and for the safety of others who are boating or participating with me.

3. That I am aware that these activities entail the risk and danger of accidental or negligent injury or death to myself and others. I understand that the description of these risks and dangers as contained herein and as related to me verbally by _____, is not complete and that many unknown or unanticipated risks and dangers may result in my injury or death. I agree to assume full responsibility for myself as well as for all minor children, who may participate with me, or at my direction or under my control. This responsibility includes, but is not limited to bodily injury, death or loss of personal property and all other expenses as a result thereof. Furthermore, I assume full responsibility for myself and any minor child and guest by reason of any injuries sustained by them as a result of my negligence, if any, in participating in these activities.

4. That my participation in these activities is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF THE BEAUFORT OARS WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

5. That I hereby **fully and forever release and discharge The Beaufort Oars at The Friends of the NC Maritime Museum** from any and all claims and demands, actions, causes of action, damages,

costs, loss of services, expenses, and any and all other claims whatsoever, both in law and in equity, on account of, or in any way resulting from, personal injuries, conscious suffering, death, property loss or damages or other loss or damage sustained by me or caused by accident or negligence to me arising out of, directly or indirectly, activities that I have chosen to engage in upon lands or facilities owned, leased, licensed, operated or used by The Beaufort Oars and The Friends of the Museum. This release and discharge includes all personal injuries, conscious suffering, death or property damage resulting from or in any way connected with recreational rowing, or boating or any other activities incidental to my voluntary use and enjoyment of the land and facilities provided by The Beaufort Oars and The Friends of the Museum. This release and discharge **includes, but is not being limited to, negligence of The Beaufort Oars and The Friends of the Museum.**

6. Furthermore, I hereby expressly stipulate, covenant and **agree to indemnify and hold forever harmless the said Beaufort Oars and The Friends of the Museum** from any and all actions and any and all other claims for damages whatsoever brought against The Beaufort Oars and Friends of the Museum by any minor child accompanying me, brought by me, or under my control which may hereafter arise from the negligence of The Beaufort Oars and The Friends of the Museum, myself, my guests, or any minor child accompanying me, or brought by me, or under my control.

7. That **the terms of this release and indemnification agreement are contractual** and not a mere recital, **and contain the entire agreement between the parties.** I agree that I, my guests and minor children, will abide by the rules and regulations of The Beaufort Oars Rowing Club and The Friends of the Museum. And I further agree that I, my guests and any minor children accompanying me may be requested to leave the area for any infraction thereof.

I have read, understand and accept all of the terms and conditions stated in this agreement and I acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representatives, estate, members of my family, and guests while either I or they participate in any activities with The Beaufort Oars and The Friends of the Museum this date or at anytime during my lifetime. If any portion of this agreement shall be held to be unenforceable, then the remainder of this agreement shall continue in full force and effect.

Signature: _____

Witness: _____

Date: _____

Under 18, signature of
parent or guardian: _____

Witness: _____

Date: _____