



North Palm Beach Rowing Club  
Bert Winters Park, North Palm Beach, FL  
561-799-1185  
www.npbrc.com

**FULL AND COMPLETE WAIVER**

**THIS FULL AND COMPLETE WAIVER** ["Agreement"] is entered on the date set forth below between the North Palm Beach Rowing Club, Inc., a Florida not-for profit corporation ["Club"] and \_\_\_\_\_ ["Member"].

**IN CONSIDERATION** of being given the opportunity to participate in any Club activities, Ten Dollars (\$10.00), the covenants and mutual agreements set forth below, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Club.** The Club is defined as the North Palm Beach Rowing Club, Inc., a Florida not-for Profit Corporation, and includes its administrators, affiliates, agents, assigns, attorneys, employees, entities, executors, heirs, insurers, representatives, successors, and trustees, as well as its directors, managers, members, officers, and shareholders, if any.
2. **Member.** A Member is defined to include the person described above.
3. **Qualification Representations.** The Member, or parent of a minor Member, acknowledges, agrees and represents that the Member understands the nature of Rowing Activities, both on water and land based, and that they are qualified, in good health, and in proper physical condition to participate in such Activity.
4. **Acknowledgment of Risks.** The Member, or parent of a minor Member, fully understands that: (a) **ROWING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH** ["Risks"]; (b) these Risks and dangers may be caused by the Member's own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the Member; (c.) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and (d) the Member FULLY ACCEPTS AND ASSUMES ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES the Member incurs as a result of my participation in the Activity.
5. **Adult Waiver.** The Member, individually, and on behalf of their administrators, affiliates, agents, assigns, attorneys, employees, entities, executors, heirs, insurers, representatives, successors, and trustees, hereby acknowledges that participation in the sport of rowing has inherent risks involved and hereby waives any and all past, present or future claims, causes of action, damages, judgments, debts, attorneys' fees, expenses, and interest, whether liquidated or unliquidated, contingent or fixed, determined or undetermined, at law or equity that Member has claimed, alleged, or asserted, sought, or demanded, or that Member could claim, allege, seek, or demand against the Club.
6. **Minor Member Waiver.** The parent, on behalf of the minor Member, individually, and on behalf of the minor Member, their administrators, affiliates, agents, assigns, attorneys, employees, entities, executors, heirs, insurers, parents, representatives, successors, and trustees, hereby acknowledges that participation in the sport of rowing has inherent risks involved and hereby waives any and all past, present or future claims, causes of action, damages, judgments, debts, attorneys' fees, expenses, and interest, whether liquidated or unliquidated, contingent or fixed, determined or undetermined, at law or equity that the parents and/or minor Member have claimed, alleged, or asserted, sought, or demanded, or that the parents and/or the minor Member could claim, allege, seek, or demand against the Club.
7. **Adult Member Hold Harmless / Indemnification Agreement.** The Member, individually, and on behalf of their administrators, affiliates, agents, assigns, attorneys, employees, entities, executors, heirs, insurers, representatives, successors, and trustees, hereby agrees to hold harmless, assume liability for, defend, and indemnify the Club against any and all past, present or future claims, causes of action, damages, judgments, debts, attorneys' fees, expenses, and interest, whether liquidated or unliquidated, contingent or fixed, determined or undetermined, at law or equity that the Member, has claimed, alleged, or asserted, sought, or demanded, or that the Member could claim, allege, seek, or demand against the Club, including but not limited to damages, attorneys' fees, reasonable investigative and discovery costs, court costs, and all other sums that Club may pay or become obligated to pay.
8. **Minor Member Hold Harmless / Indemnification Agreement.** The parent, on behalf of the minor Member, individually, and on behalf of the minor Member, their administrators, affiliates, agents, assigns, attorneys, employees, entities, executors, heirs, insurers, parents, representatives, successors, and trustees, hereby agrees to hold harmless, assume liability for, defend, and indemnify the Club against any and all past, present or future claims, causes of action, damages, judgments, debts, attorneys' fees, expenses, and interest, whether liquidated or unliquidated, contingent or fixed, determined or undetermined, at law or equity that the parents and/or minor Member have claimed, alleged, or asserted, sought, or demanded, or that the parents and the minor Member could claim, allege, seek, or demand against the Club, including but not limited to damages, attorneys' fees, reasonable investigative and discovery costs, court costs, and all other sums that Club may pay or become obligated to pay.
9. **Third-Party Hold Harmless / Indemnification Agreement.** The Member, or the parent, on behalf of the minor Member, individually, and on behalf of the minor Member, their administrators, affiliates, agents, assigns, attorneys, employees, entities, executors, heirs, insurers, parents, representatives, successors, and trustees, hereby agrees to hold harmless, assume liability for, defend, and indemnify the Club against any and all past, present or future claims, causes of action, damages, judgments, debts, attorneys' fees, expenses, and interest, whether liquidated or unliquidated, contingent or fixed, determined or undetermined, at law or equity that any third-party may have against the Club arising out of the Member's, or the minor Member's acts or omission, for which said third person may claim, allege, or assert, seek, or demand, have occurred, including but not limited to damages, attorneys' fees, reasonable investigative and discovery costs, court costs, and all other sums that Club may pay or become obligated to pay.
10. **Additional Documents.** The Parties agree to sign whatever documents as are deemed necessary to carry out the intention of the Agreement.
11. **Damages/Injunctive Relief.** The Parties agree that damages could be impossible to determine. Therefore, in addition to damages, the Parties agree that they may seek injunctive action to prevent any other party from violating this Agreement.
12. **Confidential Relationship.** The Parties agree that they have a confidential relationship regarding this Agreement. The Parties agree that they shall not disclose the existence or terms of this Agreement to any person other than family members, attorneys and tax professionals, who shall likewise maintain the confidentiality of this Agreement.
13. **Signatures.** This Agreement, and any future modifications or addenda, shall be signed and may be executed in any number of counterparts, each such counterpart shall be deemed to be an original instrument, but such counterparts together shall constitute but one agreement. A facsimile signature shall be treated as an original signature.
14. **Time.** Time is of the essence for this Agreement.
15. **Construction.** Any ambiguity in this Agreement shall not be construed against any drafter and shall be construed equally against each party. However, Member, individually, or as parent on behalf of a minor Member, agrees that this Agreement shall be interpreted as broadly as possible to give the most protection as possible to the Club.
16. **Severability.** In case anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or

unenforceable provision has never been contained herein.

17. **Merger.** Except for any and all documents signed during the closing, which are specifically incorporated herein, this Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either oral or written, and all such matters shall be deemed merged into this Agreement.

18. **Survival.** The representations and agreements set forth herein shall survive the closing.

19. **Governing Law.** The Parties hereto expressly agree that this Agreement will be governed by, interpreted under, construed and enforced in accordance with the laws of the State of Florida, and that venue for any action, whether based on this Agreement or not, shall be in the state court in Palm Beach County, Florida.

20. **Legal Representation.** Preston J. Fields, P.A. represents the Club, and does not represent the Member or parent of the minor Member, who have been given a reasonable opportunity to seek and obtain independent legal counsel if they desired it.

21. **Headings.** The headings used in this Agreement are for convenience of reference only, and shall not affect the construction of this Agreement. Unless otherwise indicated, all references to Sections and Exhibits shall be construed as references to Sections of and Exhibits to this Agreement.

22. **Binding Effect.** This Agreement shall be binding upon and operate for the benefit of the Parties, and their respective heirs, personal representatives, successors and assigns; provided, however, that a party may not assign, transfer, or delegate any of its or their rights or obligations without the prior written consent of the other party which consent shall be in said other party's sole discretion.

23. **Attorneys' Fees.** In any litigation arising out of the enforcement of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party.

24. **Modification.** This Agreement may not be enlarged, modified, or altered except in writing and signed by the Parties.

25. **Notices.** Any and all notices required by this Agreement shall be delivered by courier service, certified mail, registered mail (return receipt requested), or personal delivery.

26. **Waiver of Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY AND ALL RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY CLAIMS, CROSS-CLAIMS, AND THIRD PARTY CLAIMS) ARISING IN CONNECTION WITH THIS AGREEMENT. EACH PARTY HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF NEITHER THE OTHER PARTY NOR THEIR LEGAL COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THEY WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS AGREEMENT.

**ADULT Signature:**

**MINOR Name:**

\_\_\_\_\_  
Print Name / Signature / Date

\_\_\_\_\_  
Print Minor's Name / Print Parent's Name / Signature / Date

Check One:

= **Member**

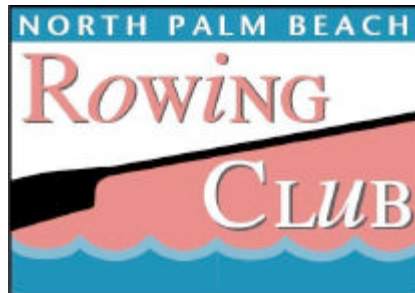
= **Guest**

= **Learn to Row Class**

**NORTH PALM BEACH ROWING CLUB, INC**

\_\_\_\_\_  
Date

By: \_\_\_\_\_, Its \_\_\_\_\_



Amount Due _____	Paid _____
By Cash _____	By Check # _____
By Credit Card _____	AMEX _____ MC/VISA _____
Name on Card _____	
Card # _____	
Expiration Date ____/____	Sec Code _____