

AARC Joining Agreement and Rowing Waiver

The Ann Arbor Rowing Club (AARC) operates as a member of USRowing and receives various program guidance and liability insurance through that relationship. As such, all parties who participate in activities with AARC are required to read, understand, and sign the agreements and waivers below in advance of participation in any club-related activity.

As a Guest or Volunteer of AARC, by clicking Accept below, I hereby verify that I have read and fully understand each of the following conditions outlined in sections A., B., C., D. and E., below for participation in any AARC, or USRowing recognized or sanctioned activity or event, and I accept each of the conditions below.

As a current, new or renewing Member of AARC, by clicking Accept below, I hereby verify that I have read and fully understand each of the following conditions for participation in any AARC or USRowing recognized or sanctioned activity or event, and I accept each of the conditions below.

A. I agree to the terms of the AARC and USRowing Waiver, Release of Liability and Indemnification as set forth below

B. I agree to abide by the AARC Code of Conduct as set forth below

C. I agree to file an Appropriate Swim Test or Certify to my ability to Swim, as set forth below

D. I agree to be photographed at club-sponsored events, and that the club may use my likeness on the website, promotional materials, and the like

E. I acknowledge that I have read and will abide by all AARC club rules and policies

F. I understand the Refund and Late Fee Policy and agree to provide TIMELY PAYMENT of all Membership, Program, Rowing, Rack, Regatta, Merchandise and other Fees and Expenses

G. I will provide a waiver signature online with USRowing and will associate myself with the AARC roster via USRowing

H. Further, I agree to the other terms and conditions set forth below regarding shared member duties, including Coxing, Safety Launch Driving, Stewardship, Participation in Workdays

A. THE AARC AND USRowing WAIVER

ACCEPTANCE OF THIS WAIVER IS REQUIRED FOR ACCEPTANCE OF MEMBERSHIP IN CONSIDERATION of being given the opportunity to participate in any Ann Arbor Rowing Club or USRowing activity, including scheduled, supervised club activities, and registered regattas, during the policy term **3/31/23- 3/31/24**, I, for myself, my personal representatives, assigns, heirs, and next of kin.

1. ACKNOWLEDGE, agree and represent that I understand the nature of Rowing Activities, both on water and land based, and that I am qualified, in good health, and in proper physical condition to participate in such Activity, including, without limitation, the ability, skill and physical strength to swim in open water for an extended period of time while wearing athletic clothing, and I am able to put on a life jacket in such conditions. I agree that no undertaking by the Ann Arbor Rowing Club, or its officers, directors, volunteers or employees, to rescue me, provide first aid to me, make available safety equipment or provide safe conditions for Rowing Activities diminishes to any degree my full assumption of risk, my willingness to waive liability and my release of any party from liability.

I understand that Rowing Activities may include, but are not necessarily limited to, crew rowing, sculling, use of rowing machines, carrying, handling and maintaining heavy equipment (including outboard motors, fuel cans, oars, rafts, and boats), traveling to and from regattas, participation in regattas, participation in rowing machine races, participation in intense physical training, rigging and de-rigging boats, loading and

unloading trailers, launching and recovering boats, handling various tools, riding in and driving motorized launches, exposure to sometimes harsh and potentially dangerous weather conditions, and traversing docks and other areas with potentially dangerous footing, while carrying heavy equipment. It is possible that Rowing Activities may include, slipping or falling from a dock into the water, ejection from a boat, or the flipping or swamping of a boat, requiring open water self-rescue (including open water swimming).

2. FULLY UNDERSTAND 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 my own actions, or inactions, the actions or inactions of others participating in the Activity or of individuals or organizations not involved in the Activity, the condition of the equipment, the condition in which the Activity takes place, the weather or the negligence of the Ann Arbor Rowing Club and its officers, directors, employees, volunteers, guests, or the Releasee named below; (c.) there may be other risks and social and personal harm, pain and suffering, both physical and emotional, and economic losses either not known to me or not readily foreseeable at this time; and **I FULLY ACCEPT AND ASSUME ALL SUCH RISKS KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** I incur as a result of my participation in the Activity.

3. AGREE AND WARRANT that I will examine and inspect each Activity in which I take part as a member of AARC or USRowing 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 the Activity until the condition has been corrected to my satisfaction.

4. HEREBY RELEASE, discharge, and covenant not to sue Ann Arbor Rowing Club, the City of Ann Arbor, USRowing, the Club, the Regatta, their administrators, directors, agents, officers, volunteers and employees, other participating Activity or regatta organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises, on which the Activity takes place, (each considered one of the Releasees herein) from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasee or otherwise, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, 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, loss, liability, damage, or cost which any may incur as a result of such claim, to the fullest extent permitted by law.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

I agree that this Agreement is intended to be enforceable in all courts throughout the United States. I agree to abide by all rules and regulations of the Ann Arbor Rowing Club, (AARC), the Organization of Ann Arbor Rowing (OAAR), all applicable City of Ann Arbor Park Rules, and, when applicable, rules and regulations of U.S. Rowing, World Rowing (F.I.S.A.) and regattas in which I participate as a member of the Ann Arbor Rowing Club.

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

This release is entered into as between the parent or legal guardian of this participant, a minor child, and AARC or USRowing, its officers, directors, members, employees and representatives upon the date of acceptance.

NOTICE TO THE MINOR CHILD'S PARENT OR LEGAL 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 AARC OR USROWING USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE THAT 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 AARC OR USROWING 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 AARC OR USROWING HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

B. AARC CODE OF CONDUCT

The Ann Arbor Rowing Club (AARC) relies heavily on the relationships and interactions between the members of the club to meet its goal of rowing well and creating club/team camaraderie. To attain these goals, we adhere to three principles: Safety, Respect, and Kindness. Each member must conduct him/herself in a manner that is consistent with the principles of safety, respect, and kindness toward coaches, club members, equipment, and facilities.

SAFETY

AARC has policies in place to create an environment as safe as possible for all members:

Safety Rules . Of particular importance are rules governing the use of equipment without a safety launch AND rules governing use of equipment in potentially unsafe weather.

All members must read and abide by these policies in all interactions with club members and club equipment.

Additionally, to enable all rowers to clearly hear the commands of the coxswain and coach on and off the water, rowers will not talk in the boat or while the boat is being carried on land. The coxswain is in command of the boat. Once the coxswain calls rowers to enter the boat, there is no talking by anyone in the boat other than the coxswain, with only the following exceptions:

- If an immediate threat to safety (e.g., collision) is observed by a rower, the rower should alert others immediately.
- Communication between stroke seat and coxswain to assist in a safe and effective row, or communication between the coxswain and bow seat for safe steering and/or docking of the boat. In both cases, this communication will occur only at the request of the coxswain.
- During appropriate times (e.g., rest breaks, when the boat is still, or after a boat has docked and the rowers have exited the boat) provided that such talking does not interfere with communication by the coach (or safety launch) and coxswain, and provided that it does not violate other principles of this policy (as detailed, below).

KINDNESS AND RESPECT

Coaches & Members

Mutual respect between AARC coaches and members/rowers is expected at all times in all forms of communication. Members will abide by the decisions and requests made by coaches, as long as they do not compromise safety.

Equipment

AARC equipment is expensive and easily damaged. Before participating as a sweep and/or sculling rower with AARC, rowers agree to learn the proper way to carry the equipment, to put boats in and take them out of the water and boathouse, and to enter a boat and to sit safely as a rower and as a coxswain.

Members

AARC consists of many members with varying levels of rowing abilities. Sweep rowing, in particular, is a team sport – no one rower should stand out; rowers within a boat should blend together to move the boat effectively.

To create the necessary environment to assist each member in developing his/her rowing skill, members must understand that a culture of kindness and respect must be created and maintained. To this end, rowers will not coach, or even offer helpful suggestions, to a teammate unless specifically asked, and rowers will not criticize a teammate with regard to his/her rowing abilities.

AARC expects that each member conduct themselves in a mature, responsible, and respectable manner. Each member is responsible for their words, actions and physical health to ensure a safe and supportive team environment. Members will:

- Refrain from using insulting, demeaning, sexually charged, vulgar, racially or ethnically intolerant and/or hostile language to or about coaches, AARC members, or other users of the river and boathouse area.
- Will not participate in any rowing activity under the influence of alcohol, or otherwise impaired.
- Will make known any physical limitations, whether from injury, chronic condition, or disability.
- Will respectfully hold themselves and others accountable to this Code of Conduct and immediately report any misconduct whether witnessed or suspected.

FAILURE TO COMPLY WITH THE AARC CODE OF CONDUCT

Anyone concerned that an AARC member has failed to follow the Code of Conduct has the opportunity to report the incident to the Conduct Review Board (CRB). A mechanism for reporting can be found on the AARC website (www.a2crew.com), or a written report can be sent to safety@a2crew.com.

Upon receiving a report, the Conduct Review Board will:

1. Review the incident and determine if the incident warrants investigation.
2. If the CRB decides the incident warrants investigation, the chair of the CRB will contact the individual and discuss the reported incident. Any further discussions will include at least two members of the Conduct Review Board.
3. The description of the incident and a summary of the discussions will be reviewed by the full CRB, and on a case-by-case situation, the CRB will determine the outcome of the incident. Outcomes will range from:

- No action, to
- Requesting that the member reflect on the concerning behavior and make an effort to change it, to
- Suspension from club activities and/or use of boathouse facilities for a period of time* (e.g., 1 week, 1 month, 3 months), to
- Termination of membership and expulsion from AARC*

4. Outcomes of CRB action can be appealed to the AARC Board for review and reconsideration.

**Note that refunds for membership, program, rack or regatta fees WILL NOT be given upon suspension or termination of membership.*

C. FILING OF APPROPRIATE SWIM TEST

All AARC Youth members must pass a swim-test and have a certified Lifeguard or American Red Cross Water Safety Instructor (WSI) attest to completion of this test by signing the [AARC Youth Swim Test](#) form PRIOR to rowing in any boat, or barge or riding in any coaches launch. All Youth members MUST bring the waiver to your first day at practice.

All AARC Adult members, by signing this waiver, certify that they are able to pass a swim test with the following minimum requirements: while clothed in exercise clothing (minimally long-legged exercise pants and t-shirt) tread water or stay afloat for five minutes; put on a life jacket while treading water; and that they possess the ability to swim at least 50 yards without stopping, without a life jacket.

Adaptive members and other members who may be unable to complete the swim test agree to disclose this to the head coach and other coaches of their rowing program prior to rowing on the water, and agree to wear appropriate flotation devices at all times.

D. PHOTO RELEASE

In consideration of being given the opportunity to participate in a AARC or USRowing program activity or registered regatta (the "Activity or Regatta") taking place during the term of this agreement, I, for myself, my personal representatives, assigns, heirs, and next of kin:

HEREBY GRANT my specific permission to AARC, USRowing, the Regatta, the Regatta's host organization(s) (collectively referred to as the "Club or Regatta Manager") and their directors, officers, employees, volunteers, regatta organizers, sponsors, advertisers, participants, agents, and assigns to make and/or obtain photographic images of me on the day(s) of the Activity or Regatta and to publish, copyright, distribute and/or display photographic images taken of me on the day(s) of the Activity or Regatta. I further waive the right to inspect and/or examine all photographs and/or written text to which the images may be applied before use. I also waive any and all rights and claims, including future rights and claims to such photographic images and any interest therein. I hereby release and discharge the Club or Regatta Manager, its directors, officers, employees, volunteers, regatta organizers, sponsors, advertisers, participants, patrons, agents, licensees, affiliates and assigns from any and all liability by virtue of distortion, blurring, alteration, optical illusion, digital scanning and manipulation, and/or use in composite form, whether the same is intentional, or otherwise. I understand that the Club or Regatta Manager, its directors, officers, employees, volunteers, regatta organizers, sponsors, advertisers, participants, agents, and assigns may use any process or procedure resulting in the completion of the finished product for publication, display, copyright, or distribution.

HEREBY GRANT my specific permission to the Club or Regatta Manager, its directors, officers, employees, volunteers, regatta organizers, sponsors, advertisers, participants, patrons, agents, licensees, affiliates and assigns a fully paid-up, non-exclusive, worldwide right and license to use, display, or otherwise exploit my name, nickname, voice, photograph, statements, biographical information, and likeness, as well as images of me in motion picture, videotape, electronic, and similar formats ("My

Image'), so long as My Image relates to my participation in the Activity or Regatta, whether in original or modified form. I waive any rights of privacy.

E. RULES AND POLICIES FOR THE ANN ARBOR ROWING CLUB

I have read the [Ann Arbor Rowing Club Rules & Policies](#) , located under "Club Rules" from www.a2crew.com , and I agree to abide by them.

F. TIMELY PAYMENT OF MEMBERSHIP DUES

AARC sustains itself through dues/fees paid by club members. Dues/fees paid to the club pay for costs of programming including scheduled rows, coaching service, use of rowing equipment, and club overhead including equipment and liability insurance coverage. Timely payment of all dues/fees is essential to the continued success of programming activities and the financial viability of the club. Membership and program fees **are due in advance of participation** in club activities. Payment of all membership costs are handled through this Web site operated by Club Express.

I have read and understand the [AARC Refund and Late Fees Policy](#) . AARC's registration schedule allows our members great flexibility in registration. As such, few refunds will be given, except in extreme circumstances.

G. ONLINE WAIVER WITH USROWING

AARC is required to have its members complete a US Rowing waiver **every** year. This is a requirement for participation. Please complete the steps outlined here:

- <http://www.usrowing.org/sign-a-waiver/>
- Select "Individuals" and choose either "Join" or "Members"(There is a small fee if you are joining for the first time)
- Follow the prompts; The AARC club code is: CZGBS
- After you complete these steps, AARC will receive notice.

H. PARTICIPATION IN SHARED STEWARDSHIP

1. Fulfillment of Coxing or Safety Launch Driving Responsibilities

Every AARC member who participates in sweep rowing programs and is physically suitable will be taught to act as a coxswain (the person who steers the boat and keeps the rowers motivated) or safety launch driver, and everyone is expected to cox or drive the safety launch regularly. Coxing is an excellent opportunity to better learn rowing terminology, seat positions, and perfect your own stroke by watching your teammates.

Members who are not physically suitable for coxing boats will be taught to act as a Safety Launch Driver and will go through a formal certification process. Certified Safety Launch Drivers will be expected to drive regularly for Captain's practices, and to support various other practices activities.

Members who are not physically able to contribute to coxing or Safety Launch service are expected to perform extra stewardship duties, as they are able to.

2. Stewardship

The operations, success, and spirit of AARC depends on the active participation of its members both on and off the water. **EVERY** AARC member is required to participate in club activities and in routine club operations. Needs and duties vary through the year and are communicated on the AARC website of www.a2crew.com , with links to signup for various tasks and expectations on the “ **Stewardship** ” tab.

3. Participation in Club Work Days

I agree to participate in at least two of the three boathouse work days (season opening, MCI preparation, season closing).

By accepting this Joining Agreement and clicking Accept below, I hereby attest that:

I have read and fully understand each of the conditions for participation in any AARC or USRowing recognized or sanctioned activity or event, and I accept the conditions and risks. Further, I affirm that I will adhere to these rules and policies while I am an active participant or member of the Ann Arbor Rowing Club. I understand that all Membership Dues are non-refundable.

FOR ANY PARTICIPANT WHO IS NOT YET 18 YEARS OLD THIS WAIVER MUST BE READ AND ACCEPTED BY THE PARENT OR LEGAL GUARDIAN OF THE PARTICIPANT. I also verify that the participant has read and agreed to the terms in the Code of Conduct.

Updated and Approved by AARC Board, 4/26/17

Revised as required by City of Ann Arbor, 5/3/17

Updated and Approved by AARC Board, 5/10/17