

# Rowing The World™

## Assumption of Risk, Release and Indemnity

### THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS

*Please read carefully before signing.*

I am aware that any form of travel, including rowing, bicycle, walking and driving tours, contains some inherent risks of illness, injury or death, which may be caused by the negligent or willful act or omission of others, the characteristics of the transportation and lodgings and their respective surroundings, the use of rowing shells, boats and other equipment provided by rowing clubs and businesses, equipment failures, physical exertion and/or emotional trauma for which I am not prepared, consumption of alcoholic beverages, acts of God, forces of nature and climactic conditions, unexpected events, and any other actions, omissions or conditions outside of Rowing The World's control (collectively, the "Inherent Risks"). I acknowledge that the enjoyment and excitement of adventure travel is a reason for my participation therein, and is derived in part from the Inherent Risks associated with such travel. I am also aware that medical facilities may not be readily available or accessible during some of the time in which I am participating in the trip. I also acknowledge that I have received no information from Rowing The World, its directors, officers, employees, agents or representatives (hereafter collectively referred to as "Rowing The World") that in any way minimizes such risks.

I further acknowledge that: (a) COVID-19 has been declared a worldwide pandemic by the World Health Organization; (b) COVID-19 is extremely contagious; and (c) I may be exposed to, or infected by, COVID-19 as part of travel arranged by Rowing The World USA, Inc.; and (d) such exposure may result in personal injury, illness, permanent disability, or death.

Therefore, in consideration of arrangements made by Rowing The World at my request for voluntary travel by me and its providing tour and other services, itself or as agent, I hereby:

- 1 AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE AND ASSUME AND ACCEPT ALL RISKS, DANGER AND HAZARDS, both those known and those unknown to me, including, without limitation, illness, injury, permanent disability, death, loss or damage to my person or property, in any way connected with travel arranged by Rowing The World for me and/or any Inherent Risk;
- 2 WAIVE ANY AND ALL CLAIMS of any nature or kind whatsoever that I may have against Rowing The World in respect of travel arranged by Rowing The World for me;
- 3 RELEASE AND DISCHARGE Rowing The World, to the maximum extent permitted by law, from any and all liabilities for any loss, damage, injury (including permanent disability and/or death) or expense of any nature or kind whatsoever that I, or my heirs, next of kin, personal representatives or any minor accompanying me, may suffer or incur as a result of my participation in travel arranged by Rowing The World for me, INCLUDING NEGLIGENCE ON THE PART OF ROWING THE WORLD;
- 4 INDEMNIFY AND SAVE HARMLESS Rowing The World from and against any and all liabilities for property damage, personal injury, permanent injury or death suffered or caused by me or by any third party as a result of my participation in travel arranged by Rowing The World for me; and
- 5 FOREVER RELEASE AND INDEMNIFY Rowing The World from any and all losses, liabilities and damages of any nature or kind whatsoever related to my becoming exposed to or infected by COVID-19 as a result of, or from, any action, omission or negligence on the part of myself or others, as a result of my participation in travel arranged by Rowing The World for me, INCLUDING NEGLIGENCE ON THE PART OF ROWING THE WORLD.

*Rowing The World* <sup>TM</sup>  
*Assumption of Risk, Release and Indemnity*

I further agree that this Assumption of Risk, Release and Indemnity shall be binding upon me, my heirs, next of kin, personal representatives and any minor accompanying me. I further agree that this Assumption of Risk, Release and Indemnity, and all rights and liabilities referred to herein, shall be interpreted in accordance with and governed by the laws in force in the Province of Manitoba, Canada and that the courts in the province of Manitoba, Canada shall have exclusive jurisdiction regarding any dispute arising out of this Assumption of Risk,

Release and Indemnity, including all tort claims, and regardless of whether such dispute arises in contract, in tort or otherwise.

I have carefully read this Assumption of Risk, Release and Indemnity and fully understand its contents. I am aware that this Assumption of Risk, Release and Indemnity affects my legal rights and liabilities and those of my heirs, next of kin and personal representatives.

I sign this Assumption of Risk, Release and Indemnity of my own free will after having a reasonable opportunity to review it.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2020

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Signature

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Print Name