



# Hudson River Rowing Association

272 N Water St, Poughkeepsie, NY 12601

<http://www.hudsonriverrowing.org/>

## Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

In consideration for being permitted to row at Hudson River Rowing Association (“HRRRA”) or one of its Affiliate programs (“Tenant”), the rowing programs being offered during 2021, you \_\_\_\_\_ (“Guardian”) are allowing \_\_\_\_\_ (“Child”) to participate in a HRRRA Rowing Program in 2021 and have registered and paid for your Child to participate via Regatta Central.

The Guardian acknowledges that the novel coronavirus (“Covid-19”) infections have been confirmed throughout the United States, including several cases in Dutchess County. In accordance with the most recent guidance and protocols issued by the World Health Organization (“WHO”), the Center for Disease Control and Prevention (“CDC”), NYS Health (“NYSDH”), for slowing the transmission of Covid-19, the Guardian hereby agrees, represents, and warrants that neither the Guardian nor such participating Child shall visit or utilize the facilities at HRRRA within 14 days after exposed to any person who has a suspected or confirmed case of Covid-19. The Guardian hereby agrees, represents, and warrants that neither the undersigned nor such participating Child shall visit or utilize HRRRA if he or she (i) experiences symptoms of Covid-19, including, without limitations, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of Covid-19. The Guardian agrees to notify HRRRA or the Childs Coach immediately if he or she believes that any of the foregoing access/use restrictions may apply. In addition, HRRRA has implemented facility protocols and cleaning procedures, outlined in Attachment 1, which all, Guardian and Child, agree to have read and shall follow while at HRRRA facility.

HRRRA has taken certain steps to implement recommended guidance and protocols in line with NYDH for slowing the transmission of Covid-19, including, without limitations, the access/use restrictions set forth above. The Guardian acknowledges and agrees that HRRRA may revise its procedures at any time based on updated recommended guidance and protocols issued by NYSDH and further agrees to comply with HRRRA’s revised procedures prior to utilizing the HRRRA facilities. The Guardian further acknowledges and agrees that due to the nature of rowing and HRRRA facilities, social distancing of 6 feet per person among children and their rowing mates and coaches is not possible. The Guardian fully understands and appreciates both the known and potential dangers of rowing and of utilizing the services at HRRRA and acknowledges that use thereof by the Guardian and/or such participating Child may, despite HRRRA’s reasonable efforts to mitigates such dangers, result in exposure to Covid-19, which could result in, but not limited to, quarantine requirements, serious illness, etc.

THE GUARDIAN, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH PARTICIPATING CHILD, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE HRRRA, its board members, coaches, volunteers, tennants and agents from all liability to the undersigned or such participating Child and all personal representatives, assigns, heirs and next of kin of the undersigned or such participating Child for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or death of, the undersigned or such participating Child (or any person who may contract Covid-19, directly or indirectly.

**Guardian has carefully read and voluntarily signed this assumption of risk, release and waiver of liability and indemnity and further agrees that no oral representation, statements or inducement apart from the foregoing written agreement have been made.**

**ACCEPTED AND AGREED TO:**

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**HUDSON RIVER ROWING ASSOCIATION**

**Parent / Guardian**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name