

Independent Rowing Program (IRP) at Lake Oswego Community Rowing

Policies, Procedures, Waivers & Releases

Overview:

The Independent Rowing Program (IRP) is designed to provide exceptionally qualified members of Lake Oswego Community Rowing (LOCR) the opportunity to row independently, without coaching supervision. Participation in the program is contingent upon meeting strict requirements to ensure safety, accountability, and adherence to LOCR policies. The Independent Rowing Program is an opportunity for skilled and knowledgeable members to enjoy the autonomy of rowing while maintaining the high safety standards and community spirit that define LOCR. By meeting the program's requirements and respecting its guidelines, IRP members contribute to a culture of excellence and responsibility on the water.

Independent Rowing Certification Requirements:

To become certified for the Independent Rowing Program, members must successfully pass both a Knowledge Test and an on-water Skills Test:

1. Knowledge Test: Participants must demonstrate a thorough understanding of:
 - LOCR operating rules and procedures.
 - Rules of the river and navigation guidelines.
 - Safety protocols and emergency procedures.
 - Weather and river condition assessments.
2. On-Water Skills Test: Participants must exhibit expert-level proficiency in:
 - Handling and rowing their chosen boat class (1x, 2x, or 4x).
 - Performing safe and efficient launches and landings.
 - Managing the equipment properly, including setting up and securing the boat.
 - Responding to common on-water emergencies.
 - Entering and exiting the shell.
 - Inspecting equipment prior to launch
 - Flip test
 - Demonstrating common maneuvers that may be needed on the water.
 - Swim test

All participants must pass both assessments with a score of no less than 100% to be granted Independent Rowing Certification (IRC).

Admission Process:

Members interested in joining the IRP should:

1. Submit a Request:
 - Contact the Director of Rowing to express interest in the program.
 - Provide details about their rowing experience and desired boat class for certification to determine if they are eligible to continue in the certification process
2. Schedule Assessments:
 - Work with the Director of Rowing to arrange times for the written Knowledge Test and on-water Skills Test.
3. Complete Assessments:
 - Successfully pass both the Knowledge and Skills Tests for the relevant boat class.
4. Meet with Director of Rowing
5. Certification Confirmation:
 - Receive confirmation from the Director of Rowing that all requirements have been met.

Cost:

The fee for independent rowing is \$60.00 for the designated six-month period. Payment may be made in full at the time of registration or through an installment plan. Athletes are financially responsible for any damages incurred, up to a maximum of \$500.00.

Eligibility:

Athletes must be members in good standing with both LOCR and USRowing, and have their USRowing membership affiliated with LOCR. *(Note: only a basic membership with USRowing is required; however, championship level memberships include other benefits.)*

Program Guidelines Facility Access:

- Certified members will be issued a pass code to access the boathouse facility key that is located in the lock box at the top of the ramp. The key is to be returned to the lock box while you are rowing.
- The bay doors must be closed prior to your launching
- The same key opens the main and small boathouses, as well as the gate at the top of the ramp.
- Certified members are responsible for locking and unlocking the boathouse facility before and after use.

- Members must ensure all equipment is returned to its designated place and that the boathouse is secured upon departure.

Guest Policy:

- Members are not allowed to bring guests who are not LOCR members or who have not obtained Independent Rowing Certification.

Logbook Requirements:

Members must log out and log in all equipment using the designated logbook.

Entries should include:

- Athlete(s) name(s)
- Date
- Equipment in use.
- Planned route.
- Anticipated return time.
- Actual return time.

Boat Class Guidelines:

- Single (1x): Permitted upon obtaining IRC.
- Double (2x)/Quad (4x): Permitted after all rowers have obtained IRC.
- Sweep: Not permissible for independent rowing.

River Conditions:

Independent rowing is permitted from April 1 to October 1, provided conditions meet the following standards:

Prohibited Conditions:

- Lighting:
 - No IRP shells are permitted out before dawn.
 - No IRP shells are permitted out after dusk.
 - Refer to weatherchannel.com for dawn/dusk times.
 - <https://weather.com/weather/today/l/6894a953ad6b09f6be0d0788471489f5ec87609e06f6ff68be59a37813877d55>
- Temperature:
 - Combined air and water temperature must exceed 90°F.
 - <https://www.willamettesailingclub.com/weather.html>
- Flow:
 - Independent rowing is not allowed when:

- Discharge exceeds 50,000 cfs for singles.
- Discharge exceeds 70,000 cfs for all boats.
- Reference: USGS Monitoring Location No. 14211720.
https://or.water.usgs.gov/will_morrison/monitors/will_morrison_vel_7.html

- Fog:
 - Rowing is prohibited in dense fog (e.g., when the east shore of the river is not clearly visible from the dock).
- Wind:
 - No rowing is allowed if visible whitecaps are present or if winds (gusting or sustained) exceed 11 mph (9.55Kt).
- Debris:
 - Excessive debris flow conditions prohibit rowing

Restricted Area:

IRP shells are restricted to the area between the Sellwood Bridge (45.464171, -122.665406) and the Abernathy I-205 Bridge (45.364931, -122.603393) or as limited by the Director of Rowing.

Safety and Reporting:

- All rowers are responsible for checking their shell prior to launching to determine that the hull and its components are in safe and operable condition.
- All rowers must provide and wear a personal flotation device (PFD) while rowing; auto-inflate types are acceptable. *PFD must be equipped with a whistle (provided)*
- Any damage must be reported immediately to the Director of Rowing via Slack. The damaged shell must be “tagged” with a red out-of-service tag.

Compliance with Law:

IRP members must comply with all applicable statutes, rules, regulations, orders and restrictions of any governmental authority or any instrumentality or agency having jurisdiction over such members during participation in the IRP.

Additional Policies:

- As of this time, singles (1x) are not permitted out alone. *(minimum of 2 athletes out at a time and the shells must stay within eyesight of other LOCR shells.)*
- All rowers are required to let a friend or family member, other than club staff, know where they are going, and when they anticipate to be back.
 - *LOCR will not serve as a point of contact; nor take responsibility for ensuring that you return.*

- All rowers must take their phones with them, and may use provided waterproof bags. Must allow iCrew location access.
- The Director of Rowing reserves the right to refuse, revoke, or suspend independent rowing privileges from anyone at any time for any reason.
- The Director of Rowing may close IRP for weather conditions or other mitigating circumstances.
- Independent rowing privileges may be revoked or suspended if members fail to adhere to the outlined policies or demonstrate unsafe practices.
- IRP members must maintain active membership with LOCR and USRowing and adhere to the organization's Code of Conduct.
- IRP members must yield shells to coached programming.
 - *This is to say that coached programming has priority for shells.*
- IRP members understand that they are using club equipment as is, and at their own risk, that they must inspect all parts of their shell, including all attachments, prior to launching and that shells may not be inspected by club staff prior to their use of the equipment.
- IRP members are not permitted to use red tagged equipment.

Knowledge Test Form

Participant Name: _____

Date: _____

Assessor Name: _____

Instructions: Answer the following questions based on LOCR operating rules, safety protocols, and river conditions. A 100% score is required for certification.

Describe the proper procedure for locking and unlocking the boathouse:

List three river conditions under which independent rowing is prohibited:

Explain how to log equipment use in the boathouse logbook (*i.e. is it a physical log book? Is it a digital log book?*) and what information must be provided:

When is rowing allowed during the IRP?

Detail the steps to assess stream discharge, wind conditions, and daylight hours before launching:

Explain how to report damage to a shell:

Score _____/6 , Pass / Fail , Assessor Signature: _____

Skills Test Form

Participant Name: _____

Date: _____

Assessor Name: _____

Conditions during assessment: _____

Instructions: The participant must demonstrate proficiency in the following skills. Each skill is scored as Pass/Fail. A 100% score on all skills is required for certification.

1. Safe and efficient launch and landing: Pass / Fail
2. Proper handling and setup of the boat: Pass / Fail
3. Competent rowing technique in the selected boat class: Pass / Fail
4. Ability to manage equipment pre and post-row: Pass / Fail
5. Effective response to a simulated on-water emergency: Pass / Fail
6. Able to get back into shell after flipping: Pass / Fail
7. Satisfactorily inspected equipment prior to launch: Pass / Fail
8. Launches with all required equipment: Pass / Fail
9. 5min water tread & swim: Pass / Fail
10. Can get back in the boat after flipping: Pass / Fail
11. Satisfactorily demonstrates common maneuvers Pass / Fail
 - a. *Includes but not limited to: spinning, backing, checking point while rowing, steering without stopping, holding water, emergency maneuvers, etc...*

Score _____/11, Pass / Fail , Assessor Signature: _____

Lake Oswego Community Rowing

Independent Rowing Program

Release of Liability and Assumption of Risk

In consideration of being permitted by Lake Oswego Community Rowing ("LOCR") to participate in its Independent Rowing Program (the "Activity") and in recognition of LOCR's reliance thereon, I, _____, by signing below, on behalf of myself, my personal representatives, assigns, heirs, and next of kin hereby verify that I have read and fully understand and agree to each of the following terms conditions set forth in this instrument ("this "Release").

1. I am aware of and fully understand the policies, procedures and requirements of my participation in the Activity and hereby represent and warrant that I am qualified in all respects to participate in such Activity and will comply with all policies and procedures related to the Activity.

2. I fully understand that: (a.) THE ACTIVITY INVOLVES RISKS AND DANGERS of serious personal and psychological injury, pain, suffering, property damage, financial loss, drowning and death; (b.) any injury that I sustain from these risks and dangers may result from or be compounded by my own actions or omissions, the actions or omissions of others participating in the Activity, the condition in which the Activity takes place, or the actions, omissions or negligence of the Releasees named below, including negligent emergency response or rescue operations of LOCR; (c.) there may be other risks and social and economic losses either unknown to me or unforeseeable at this time. **NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF ANY RELEASEE OR OTHERWISE.**

3. I agree and warrant that I will examine and inspect all conditions related to the Activity and that, if I observe any condition which I consider to be hazardous or dangerous, I will notify LOCR and will refuse to take part in the Activity until the condition has been corrected to my satisfaction.

4. I hereby expressly waive and release, discharge, and covenant not to sue LOCR, its administrators, directors, agents, officers, volunteers and employees, and owners and lessors of premises, on which the Activity takes place, (each, a "Releasee") from any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind (collectively, "Losses") rising out of or attributable to my participation in the Activity, caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise.

5. I shall defend, indemnify, and hold harmless LOCR and all other Releasees against all Losses, including the fees and costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, arising out or resulting from any claim of a third party related to my participation in the Activity, including any claim related to my own negligence or the ordinary negligence of LOCR, to the fullest extent permitted by law.

6. I consent to receive first aid and/or medical treatment which may be deemed advisable by LOCR or its employees, agents or representatives, or by medical professionals, in the event of injury, accident and/or illness while participating in the Activity, but I acknowledge that LOCR and its employees, agents and representatives shall have no duty or obligation to provide, and shall incur no financial obligations or liability arising out of the provision of, or failure to provide, first aid and/or medical treatment. I agree to pay the costs of such medical care, attention, or treatment and agree to indemnify and hold harmless LOCR, its officers, members, staff, volunteers, and coaches from any and all liability for such treatment, care, or attention.

7. I agree that any or all of the material photographed or recorded may be used, in any form, as part of any future publications, brochure, social media or website post or other electronic and/or printed materials used to promote LOCR, and hereby release all ownership of such material to LOCR for use without payment of fees, royalties, special credit or other compensation.

8. This Release constitutes the sole and entire agreement of LOCR and me with respect to the subject matter contained herein and, together with any other written documents I have signed or will sign in connection with my participation in the Activity, supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the LOCR and me and our respective heirs, successors, and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Clackamas County, Oregon and I hereby consent to the exclusive jurisdiction of such courts.

I REPRESENT THAT I HAVE READ THIS RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND THAT I FULLY UNDERSTAND ITS CONTENTS AND SIGN IT OF MY OWN FREE WILL.

Name: _____ Signature: _____ Date: _____

LOCR Participation Waiver

IN CONSIDERATION of being given the opportunity to participate in any Lake Oswego Community Rowing ("CLUB") or City of Lake Oswego activity, and IN CONSIDERATION of being given the opportunity to participate in any USRowing activity all including scheduled, supervised club activities, and registered regattas 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.

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, the condition in which the Activity takes place, or the negligence of the Releasee named below; (c.) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS 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 USRowing and that, if I observe any condition which I consider to be unacceptable 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 the CLUB, it's officers, directors, members or employees, the City of Lake Oswego, Lake Oswego Parks & Recreation Department and all of their administrators, directors, agents, officers, volunteers and employees, USRowing, the Club, the Regatta, their administrators, directors, agents, officers, volunteers and employees, other participating 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 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 intent 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.

Printed Name of Participant _____

Parent or Guardian(if minor) _____

Signature: _____ Dated _____

UNITED STATES ROWING ASSOCIATION Waiver of Liability, Assumption of Risk, and Indemnity Agreement

I the undersigned, for myself, my personal representatives, assigns, heirs, and next of kin, hereby agree that, as a condition of, and material inducement to USRowing's willingness to allow me to participate in Rowing Activities (as defined below) I agree as follows:

1. I ACKNOWLEDGE, agree and represent that I understand the nature of rowing activities, both on water and land based ("Rowing Activity(ies)"), and that I am qualified, in good health, and in proper physical condition to participate in such activity.

2. I 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 Rowing Activity, the condition in which the Rowing Activity takes place, or the negligence of the Releasees named below; (c.) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur or suffer as a result of my participation in the Activity.

3. I AGREE AND WARRANT that I will examine and inspect each Rowing Activity in which I take part 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 Rowing Activity and will refuse to take part in the Activity until the condition has been corrected to my satisfaction.

4. I HEREBY RELEASE, discharge, and covenant not to sue USRowing, the applicable rowing club and/or regatta, including their respective administrators, directors, agents, officers, partners, members, managers, officers, trustees, directors, volunteers, employees, agents or other representatives, other participating regatta organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises, on which the Rowing Activity takes place (collectively and individually, the "Releasees") 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 Releasees or otherwise, including without limitation 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, losses, liabilities, damages, or costs which any may incur as a result of such claim, to the fullest extent permitted by law.

5. I will be familiar with, comply with, and be bound by the Rules and Regulations of USRowing, including but not limited to the USRowing Rules of Rowing (www.usrowing.org), the World Anti-Doping Code (www.usada.org), the codes, rules, policies and procedures of the U.S.

Center for SafeSport (the "SafeSport Rules," www.SafeSport.org), including with respect to the exclusive authority and jurisdiction of the U.S. Center for SafeSport to investigate and resolve reported sexual misconduct and the discretionary authority to investigate and resolve reports of other misconduct, USRowing Safe Sport Policy, the USRowing Grievance Procedures, the USRowing Safe Guidelines, the USRowing Bylaws and other governance documents, and the rules, policies, procedures and bylaws of the United States Olympic and Paralympic Committee, and all other policies, procedures, rules or regulations adopted by USRowing from time to time (collectively, the "USRowing Policies"). I further agree that arbitration pursuant to the binding arbitration provisions of the SafeSport Rules shall be the exclusive method to resolve any dispute over any disciplinary action taken by USRowing as a result of a U.S. Center for SafeSport investigation (the "Arbitration Procedure"). 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.

6. For myself, my personal representatives, heirs, and next of kin, I: (a.) Affirm that I have not been diagnosed with, demonstrated any symptoms of or have in any way been exposed to any communicable diseases (including but not limited to the virus commonly referred to as COVID-19) within the last 14 days, or that I have complied with all local, state and federal guidelines and regulations as related to communicable diseases; (b.) Acknowledge that I am aware that by entering the premises and participating in Rowing Activities that there are risks to me and to those with whom I interact of exposure, directly or indirectly, to communicable disease(s) including but not limited to the virus "severe acute respiratory syndrome coronavirus 2 (SARSCoV-2)", "COVID-19" and/or any mutation or variation thereof; (c.) HEREBY RELEASE, discharge, and covenant not to sue the Releasees from all liability to myself, personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefor, whether caused by the negligence of the Releasees or otherwise; (d.) HEREBY agree to INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them from any loss, liability, damage, or cost they may incur arising out of or related to my illness or death, whether caused by the negligence of the Releasees or otherwise I HAVE READ THIS COMMUNICABLE DISEASE RELATED HOLD HARMLESS, RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

7. Without limitation to anything in the foregoing, to the extent I am a resident of Florida executing this Agreement as a parent or guardian of a minor, I agree to the following in accordance with Florida Statute 744.301: NOTICE TO THE MINOR CHILD'S NATURAL 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 USROWING AND USROWING AFFILIATED PARTIES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE 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 USROWING AND USROWING AFFILIATED PARTIES 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 USROWING HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

8. Except as limited by the USOPC NGB Athlete Agreement Policy, including but not limited to the use of athlete-featuring images for commercial purposes or any third party as those terms are defined in the USOPC NGB Athlete Agreement Policy, I hereby grant to USRowing a perpetual and royalty-free license throughout the world to utilize my likeness, image, voice, logo and/or words incidental to any pictures, television, radio, videotapes, recordings, film, the internet, or any other form or medium now known or hereinafter devised (collectively, the "NIL"), to the extent created or captured during the Rowing Activities, without compensation, payment royalties, notification, or permission for the non-commercial purpose of promoting the sport of rowing, and to otherwise further USRowing's mission. I further waive the right to inspect and/or examine all representations of the NIL, and waive any and all rights and claims, including future rights and claims to such representations and any interest therein. I release and discharge USRowing and its affiliates from any liability by virtue of distortion, blurring, alteration, optical illusion, digital scanning and manipulation, and/or use of the NIL in composite form, whether the same is intentional, or otherwise. I understand that USRowing and its affiliates may use any process or procedure resulting in the completion of the finished product for publication, display, copyright, or distribution except as otherwise limited by the USOPC NGB Athlete Agreement Policy.

9. I acknowledge that all disputes arising under this Agreement are to be governed by USRowing Policies, including but not limited to the procedures for prompt and equitable resolution detailed in the USRowing Code of Conduct (including the Grievance Procedures incorporated therein). You agree that any such disputes shall be resolved exclusively through USRowing's Grievance Procedures, that the foregoing constitutes a binding agreement to arbitrate such disputes within the meaning of the Federal Arbitration Act, and that any decision or award issued pursuant to USRowing's Grievance Procedures may be enforced in any court of competent jurisdiction.

10. Except for the USRowing Policies, all of which are incorporated into this Agreement, this Agreement constitutes the entire and exclusive agreement between the parties relating to the subject matter hereto and supersedes any oral or other understanding. The Agreement may only be modified in writing executed by a duly authorized representative of USRowing.

11. At all times during the Term, you will comply with all applicable statutes, rules, regulations, orders and restrictions of any governmental authority or any instrumentality or agency thereof having jurisdiction over you, and shall maintain any required permits or licenses as may be required in connection therewith.

12. By executing this Agreement without a parent or legal guardian's signature, I under penalty of perjury, represent that I am at least 18 years of age. If signing as the parent or guardian of a minor, I represent that I am the minor's parent or legal guardian. In either event, I acknowledge and agree that USRowing is relying on the representations in this paragraph as a material inducement to its willingness to allow me, or the minor for whom I am signing as parent or legal guardian, to participate in the Rowing Activities

13. Without limiting the generality of the foregoing, it is my duty to comply with all anti-doping rules of the World Anti Doping Agency (WADA), World Rowing, the USOPC including the USOPC National Anti-Doping Policy, and of the U.S. Anti-Doping Agency (USADA), including the USADA Protocol for Olympic and Paralympic Movement Testing (USADA Protocol) and all other policies and rules adopted by WADA, World Rowing, the USOPC and USADA (collectively, the "Anti-Doping Rules"). I agree to submit to drug testing by World Rowing and/or USADA or their designees at any time and understand that the use of methods or substances prohibited by the applicable anti-doping rules make me subject to penalties including, but not limited to, disqualification and suspension. If it is determined that I may have committed a doping violation, I agree to submit to the results management authority and processes of USADA, including arbitration under the USADA Protocol, or to the results management authority of World Rowing, if applicable or referred by USADA.

Further, I acknowledge that it is the duty of all Athletes, Athlete Support Personnel and other Persons (as those terms are defined in the World-Anti Doping Code), by virtue of their participation in the Olympic, Paralympic, Pan American, Parapan American or Youth Olympic Games, participation in an Event or Competition organized or sanctioned by an NGB, PSO or HPMO, participation on a national team, utilization of a USOPC Training Center, receipt of benefits from the USOPC or USRowing, inclusion in the Registered Testing Pool, or otherwise subject to the World Anti-Doping Code to comply with all anti-doping rules of WADA, World Rowing, the USOPC, and of the U.S. Anti-Doping Agency (USADA), including the USADA Protocol for Olympic and Paralympic Movement Testing (USADA Protocol) and all other policies and rules adopted by WADA, World Rowing and USADA. If it is determined that an Athlete, Athlete Support Personnel, or other Person may have committed a doping violation, the individual agrees to submit to the results management authority and processes of USADA, including arbitration under the USADA Protocol, or to the results management authority of World Rowing, if applicable or referred by USADA. In addition, Athletes agree to submit to drug testing by World Rowing and/or USADA or their designees at any time and understand that the use of methods or substances prohibited by the applicable anti-doping rules make them subject to penalties including, but not limited to, disqualification and suspension.

I agree that before taking any medications I will check the prohibited status of such medications

at www.globaldro.com. In some situations, an athlete may have an illness or condition that requires the use of a medication listed on the WADA's Prohibited List, in which case USADA can grant a Therapeutic Use Exemption (TUE).

14. (a.) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns; (b) unless prohibited by applicable law, USRowing shall have the right to assign or transfer this Agreement without my consent and without prior notice to me; (c) the Agreement and my obligations hereunder, shall survive any cancellation or termination of the Rowing Activities; (d) if any term or provision of this Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement, and to the extent permitted by applicable law, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable; and (e) this Agreement is entered into and shall be governed by the internal laws of the State of New York without regard to principles of conflicts of law.

PRINTED NAME OF PARTICIPANT: _____ Date of Birth: ____/____/____
Address: _____
City, State/Zip: _____
Phone: _____
Organization (if applicable): _____
Signature: _____
Date: _____

PARENTAL/GUARDIAN NAME & SIGNATURE (IF PARTICIPANT IS UNDER 18 YEARS OF AGE):

PRINTED NAME OF PARENT/GUARDIAN: _____
Parent/Guardian Signature: _____ Date: _____

Lake Oswego Community Rowing Medical Release and Liability Waiver for Adult Athletes

I certify that I am at least 18 years of age and voluntarily participating in activities with Lake Oswego Community Rowing. I hereby give my permission for any supervisor, coach, or team administrator associated with Lake Oswego Community Rowing to seek and provide appropriate medical attention for me in the event of an accident, injury, illness, or other medical emergency. I understand that I am solely responsible for any and all costs associated with any necessary medical attention and/or treatment.

I for myself, my personal representatives, assigns, heirs, and next of kin hereby waive, release, and forever discharge Lake Oswego Community Rowing, its coaches, administrators, volunteers, and affiliates from all rights and claims for damages, injury, illness, permanent disability, or death that may be sustained or occur during participation in Lake Oswego Community Rowing activities, whether or not such damages or loss are due to negligence.

I acknowledge that I am physically fit and capable of participating in all activities. I understand and assume all risks associated with rowing and related activities, including but not limited to injury, illness, permanent disability, death, and exposure to changing environmental conditions. I fully accept responsibility for my participation and the inherent risks involved.

Signature: _____

Printed Name: _____

Date: _____

Lake Oswego Community Rowing Medical Consent and Release for Adult Athletes

I authorize employees, agents, or volunteers of Lake Oswego Community Rowing (LOCR) to obtain the services of a licensed medical professional to examine me and, in the event of injury or illness, to render emergency care as deemed necessary for medical, surgical, or dental examinations, treatments, surgeries, and other related care. This includes the administration of drugs, tests, anesthesia, and/or blood transfusions if ordered by a physician or dentist in attendance at the medical center.

Emergency Authorization

1. I authorize LOCR to send me to the hospital most accessible in the event of an emergency.
2. I hereby authorize any officer, employee, coach, or volunteer of LOCR to consent to such medical care, attention, or treatment on my behalf if I am unable to do so.
3. I understand and agree that LOCR and its officers, employees, and volunteers assume no financial obligation or liability in the event of an accident, injury, or illness. I agree to pay the costs of such medical care, attention, or treatment. Furthermore, I agree to indemnify and hold harmless LOCR, its officers, members, staff, volunteers, and coaches from any and all liability for such treatment, care, or attention.

Acknowledgment

I have read and understand this Medical Consent and Release form. By signing below, I affirm that I consent to its terms and authorize emergency medical treatment if necessary.

Printed Name of Participant: _____

Signature: _____

Date: _____

Swim Test Agreement for Adult Athletes

As a participant of Lake Oswego Community Rowing (LOCR), I understand that safety is of utmost importance, and I agree to demonstrate my swimming proficiency as outlined below:

Swim Test Requirements

1. **Deep Water Endurance:** I must float, tread water, or swim in place for 10 minutes while wearing attire that I would typically wear while rowing (e.g., T-shirt and shorts or equivalent). Bathing suits are not permitted for this test.
2. **PFD Application:** At the conclusion of the 10-minute endurance test, I must put on a personal flotation device (PFD) while still in the water.

Acknowledgment and Agreement

I acknowledge that:

- I am responsible for ensuring that I am physically capable of meeting the swim test requirements.
- This swim test is a necessary precaution to enhance safety during rowing activities.
- Failure to complete the swim test may result in limitations on my participation in on-water activities until the requirement is fulfilled.

By signing this agreement, I affirm that I can complete or have completed the swim test as described above.

Printed Name of Participant: _____

Signature: _____

Date: _____

Lake Oswego Community Rowing Photo Release

I agree to grant to Lake Oswego Community Rowing (LOCR) and its authorized representatives (including coaches, Board members, and volunteers) permission to record on photography film and/or video, pictures of my participation or that of my child(ren)

I further agree that any or all of the material photographed or recorded may be used, in any form, as part of any future publications, brochure, social media or website post or other electronic and/or printed materials used to promote LOCR, and further release all ownership of such material to LOCR for use without payment of fees, royalties, special credit or other compensation. Use of photos of minors will not include names or any other identifying information unless first approved by a parent or legal guardian.

Athlete or Parent or Guardian Name_____

Athlete or Parent or Guardian Signature

Parent or Guardian(if minor) _____

Date _____