

Village Community Boathouse Liability Waiver 2023

In consideration of my participation in non-motorized boating activities and related programs (“the Activity”) at Pier 40, 353 West Street, New York, New York and/or at other locations (the “Premises”), by permittee Village Community Boathouse, Inc. (“VCB”), I now agree to release and discharge VCB, New York Outrigger (“NYO”), Hudson River Park Trust (“Trust”) and its supporting charitable organization, Hudson River Park Friends (“Friends”) on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

Acknowledgement and Assumption of Risk

I acknowledge and fully understand that I will be engaging in activities that may involve risk of physical or emotional injury, loss of property or damage to property which might result not only from my own actions, inactions or negligence, but from the actions, inactions or negligence of others or the conditions of the area in and around the Premises or of any equipment used. Participation includes possible exposure to and illness from infectious diseases, including but not limited to MRSA, influenza, and COVID-19. While particular measures and personal discipline may reduce this risk, the risk of serious illness and death does exist. Further, that there may be other risks not known or not reasonably foreseeable at this time. The risks may include, but are not limited to: latent or apparent defects or conditions in equipment or property; use of property by myself or others; acts of other participants in this activity, including employees, contractors or agents; my own physical condition, acts or omissions; conditions of VCB’s, NYO’s, the Trust’s or Friends’ property and accidents connected with their use; or first aid emergency treatment or other services. I expressly agree and promise to accept and assume all the risks existing in this Activity. My participation is purely voluntary and I elect to participate in spite of the risks.

Complete Release

I hereby voluntarily release, forever discharge, and covenant not to sue VCB, NYO, the Trust, Friends, the State of New York, the City of New York, and each of their offices, departments, agencies, commissioners, directors, partners, officers, agents, employees, contractors, successors and assigns (together “Affiliates”) from any and all claims, demands or causes of action which are in any way connected with my participation in the Activity or my use of VCB’s, NYO’s, the Trust’s or Friends’ equipment or facilities, including any such claims which allege negligent acts or omissions of VCB or NYO or the Trust or Friends except if such claims, demands, or causes of action arise out of the gross negligence or willful misconduct of VCB, NYO, the Trust or Friends.

I understand that this release discharges the Affiliates from any liability or claim that I may have with respect to any bodily injury, illness, death, or medical treatment (including for COVID-19) that may arise from or in connection with my participation in this Activity.

Image Release

By signing below, I hereby grant permission to the Affiliates to use images, photos, videos, or other media of myself and other participants for archival, curatorial, educational, and publicity purposes, such as promotion of VCB or Hudson River Park programs, the Premises, VCB, the Trust, Friends, and tourism in and to the City of New York, including but not limited to use of the media on the VCB or Hudson River Park website, tourist brochures, and press releases.

By signing this document, I acknowledge that if anyone is hurt or property damaged during my participation in this Activity, a court of law may find me to have waived my right to maintain a lawsuit against the Affiliates on the basis of any claim from which I have released them herein.

**I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THE ENTIRE DOCUMENT.
I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.**

PRINT Name of Participant: _____ Age: _____

Street Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Emergency Contact (EC) Name: _____ EC Phone: _____

Participant's Signature: _____ Date: _____

Minors under the age of 18 must also complete the Parental Consent on the back

In an effort to help us understand who we are serving, you may answer these **optional** demographic questions:

- | | | |
|--|--|---|
| Are you of Hispanic or Latino/a origin? | What is your race/ethnicity? | I prefer not to answer <input type="checkbox"/> |
| <input type="checkbox"/> I prefer not to answer | <input type="checkbox"/> Black or African-American | American Indian or Alaska Native <input type="checkbox"/> |
| <input type="checkbox"/> Yes | <input type="checkbox"/> Asian | Native Hawaiian/Pacific Islander <input type="checkbox"/> |
| <input type="checkbox"/> No | <input type="checkbox"/> White | Other: _____ <input type="checkbox"/> |
| What is your gender? <input type="checkbox"/> I prefer not to answer | <input type="checkbox"/> _____ | |

Village Community Boathouse Parental Consent 2023

AND I, the minor's parent or legal guardian, understand the nature of rowing activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Affiliates from all liability, claims, losses or damages on the minor's account caused or alleged to be caused in whole or in part by the negligence of the Affiliates or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor or anyone on the minor's behalf makes a claim against any of the above Affiliates, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Affiliates from any litigation expenses, attorney fees, loss, liability, damage or cost any may incur as a result of any such claim.

School Affiliation of Participant: _____

Name of Parent/Guardian: _____

Street Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ You may be contacted to confirm your consent

Parent/Guardian's Signature: _____ Date: _____