

IMPORTANT NOTICE TO ALL MEMBERS & NON-MEMBERS!

As a condition to operating during the 2021 season Anchorage Rowing Association (“ARA”) has adopted a COVID-19 Plan and Response (“**COVID 19 Protocols**”) which aligns with the Municipality of Anchorage’s phased COVID 19 “Roadmap to Reopening” and has been reviewed by the Municipality of Anchorage. A link to the ARA policy with the COVID 19 Protocols for Phases 1-4 are here:

https://www.anchoragerowing.com/board_activities.php#policies .

While ARA is taking all reasonable steps to reduce the risk of spreading COVID-19 during rowing activities this risk cannot be completely eliminated. Therefore, in order to operate in 2021 during the pandemic and for the safety of our members and staff, ARA is requiring all persons participating in rowing activities with the Anchorage Rowing Association to review and agree to comply with its COVID 19 Protocols and to sign the attached Release of Liability and Assumption of Risk (“**Release**”).

Please review the attached Release and if you do not agree, please inform the team manager teammanager@anchoragerowing.com in writing within 10 days and we will contact you.

NOTE: All current and new rowers are required to sign the RELEASE OF LIABILITY AND ASSUMPTION OF RISK as a condition to participating in club activities and rowing, this means that prior to rowing, becoming a member, taking a class, attending practices, taking private lessons, or guest rows.

ANCHORAGE ROWING ASSOCIATION RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as "I" or "me") desires to enter the premises of Anchorage Rowing Association, an Alaska non-profit corporation a ("ARA") which is the dock area to the shell pen located on the on northeast side of Sand Lake with the approximate address of 7500 Jewel Lake Road, Anchorage, AK 99502 (the "**Premises**") and to engage in rowing, rowing classes, and other rowing activities with ARA (the "**Activity**"). In consideration of being permitted by ARA to be on the Premises and to engage in the Activity and in recognition of ARA's reliance hereon, I agree to all the terms and conditions set forth in this instrument (this "**Release**").

1. I have read and understand ARA's COVID-19 Plan and Response ("**COVID-19 Protocols**") available at: https://www.anchoragerowing.com/board_activities.php#policies

2. I am aware of the highly contagious nature of the 2019 novel coronavirus disease ("**COVID-19**") and the risk that I may be exposed to or contract COVID-19 by being on the Premises and engaging in the Activity. I understand and acknowledge that such exposure or infection may result in serious illness, personal injury, permanent disability, death, or property damage. I acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others, including ARA members or employees. I understand that while ARA has implemented preventative measures designed to reduce the spread of COVID-19, ARA cannot guarantee that I will not become infected with COVID-19 while on the Premises or participating in the Activity and that being on the Premises or participating in the Activity may increase my risk of contracting COVID-19. **NOTWITHSTANDING THE RISKS ASSOCIATED WITH COVID-19, I ACKNOWLEDGE THAT I AM VOLUNTARILY ENTERING THE PREMISES TO ENGAGE IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE RELATED TO COVID-19, ARISING FROM MY BEING ON THE PREMISES OR ENGAGING IN THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF ARA OR OTHERWISE.**

3. I hereby expressly waive and release any and all claims, now known or hereafter known, against ARA and its officers, directors, employees, volunteers, agents, affiliates, successors, and assigns (collectively, "**Releasees**"), on account of injury, illness, disability, death, or property damage arising out of or attributable to my being on the Premises or engaging in the Activity and being exposed to or contracting COVID-19, whether arising out of the ordinary negligence of ARA or any Releasees or otherwise. I covenant not to make or bring any such claim against ARA or any other Releasee, and forever release and discharge ARA and all other Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, intentional misconduct, or any other liabilities that Alaska law does not permit to be released by agreement.

I understand that by signing this release, I am waiving any and all claims of any kind arising out of or attributable to my being on the Premises or engaging in the Activity and being exposed to or contracting COVID-19, including those claims that may be unknown to me, or which I do not suspect to exist at this time.

4. I am familiar with federal, state, and local laws, orders, directives, and guidelines related to COVID-19. I will comply with all such orders, directives, guidelines, and ARA's

COVID-19 Protocols, which may be amended from time to time, while on the Premises or participating in the Activities, including, without limitation, the requirements related to maximum capacity limitations, wearing face masks, temperature checks, social distancing, and hand sanitation. I will also follow all instructions of ARA while on the Premises or participating in the Activity. I agree not to enter the Premises or participate in the Activity if I am experiencing symptoms of COVID-19 (such as fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea), have a confirmed or suspected case of COVID-19, or have come in contact in the last 14 days with a person who has been confirmed to have or suspected of having COVID-19.

5. I understand and acknowledge that my failure to abide by the terms of this agreement may result in me being denied entrance to the Premises, being restricted from participating in the Activities and potentially revocation of my membership.

6. This Release constitutes the sole and entire agreement of ARA and me with respect to the subject matter contained herein and 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 ARA and me and our respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the laws of the State of Alaska. Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in the Municipality of Anchorage, Alaska and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE ARA.

Signature: _____
Printed Name: _____ Date _____
Address: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability.

Signature: _____
Printed Name: _____ Date _____
(Parent or legal guardian)