

MASTERS PROGRAM WAIVER AND RELEASE

This Waiver and Release governs the use of certain real estate (the “Real Estate”) owned by Kendal at Hanover (“Kendal”) at 84 Lyme Road in Hanover, NH in connection with participation in The 2016 Upper Valley Rowing Foundation-Masters Spring Rowing Program (the “Program”).

Kendal has granted a license to the Upper Valley Rowing Foundation-Masters Spring Program to use a portion of the Real Estate, to include its dock, in connection with the Program upon certain terms and conditions including receipt of signed, written liability waivers from Program participants and coaches. Kendal has no involvement with or responsibility for the operation or supervision of the Program.

In consideration of my participation in the Program and for being allowed on the Real Estate, and for other good and valuable consideration, the undersigned hereby agrees to the following:

1. I expressly and voluntarily assume the risk and responsibility for any and all damages to or theft of personal property, or any bodily injury (including death) that may occur to me and I further expressly and voluntarily assume responsibility for property damage and bodily injury (including death) that I may cause to others resulting from, incident to or as a consequence of participation in the Program.
2. My use of the Real Estate shall be at my sole risk and Kendal and its employees and agents shall have no responsibility or liability for any injury to me or for any loss or damage to any of my personal property. I understand there will be other persons participating in the Program and in other programs and activities on the Real Estate, and I agree to act prudently and carefully to avoid causing them any injury. I certify that I am or will be familiar with the safe use and operation of any equipment I may use while at the Real Estate.
3. I understand, acknowledge and agree that rowing activities and activities near or in the water involve inherent dangers and risks of serious bodily injury, including permanent disability, paralysis and death (“Risks”), which Risks are completely outside the control of Kendal and that no amount of care, caution or expertise can eliminate such Risks. I fully accept and assume all Risks and all responsibility for all losses, costs and damages that may result from my use of the Real Estate and my participation in the Program. I hereby waive and fully and forever release and discharge and covenant not to sue Kendal or its employees or agents for any and all liability, claims, demands, losses or damages for personal injury, property damage and/or death caused or resulting from my use of the Real Estate and participation in the Program and agree to indemnify, defend and hold harmless Kendal and its employees and agents from and against all such liabilities, claims, demands, losses or damages.
4. If any portion of this Agreement is ever held to be invalid or unenforceable, such term or condition shall be limited or eliminated to the minimum extent necessary so that this

Agreement shall otherwise remain in full force and effect. I hereby agree that the jurisdiction for any action pertaining to this release shall lie exclusively in Grafton County, State of New Hampshire, and shall be governed exclusively by the laws of the State of New Hampshire without reference to conflict of laws provisions.

5. I have carefully read this Waiver and Release and I fully understand its contents. I understand, acknowledge and agree that that this is a Waiver and Release of legal liability and that I have given up substantial rights by signing it, that I have signed it freely and voluntarily and intend for it to be a complete and unconditional release of all liability to the greatest extent allowed by law, and that this is binding on me.

READ AND AGREED TO BY:

Print Name of Participant

Signature of Participant

Date