

## RECOGNITION AND INDEMNIFICATION AGREEMENT

This Agreement is made between the Moorestown Township Board of Education (the "Board"), the Moorestown Rowing Club (the "Club") and \_\_\_\_\_, the parents of \_\_\_\_\_, a student at Moorestown High School and a member of the Moorestown Rowing Club.

Whereas the Moorestown Rowing Club has been formed by a group of students and interested parents to facilitate the students' efforts to compete in interscholastic crew events; and

Whereas Moorestown High School does not sponsor crew as an interscholastic sport; nor is crew a recognized interscholastic sport by NJSIAA; and

Whereas, the Club would like to enter several competitions in both the Spring and Fall rowing season that require scholastic sponsorship; and

Whereas the Board would like to enable the interested students to participate in the interscholastic competition but does not have the resources to fully sponsor crew as an interscholastic sport.

Now Therefore, the parties agree as follows:

1. Use of Name - Provided that all terms and conditions set forth herein are satisfied, the Club and its members shall be entitled to enter interscholastic rowing events under the name, "Moorestown High School."
2. Confirmation of Student Status - As a prerequisite to participation in events sponsored by the U.S. Rowing Association, Philadelphia Scholastic Rowing Association and N.J. Scholastic Rowing Association, Inc., the team members may be required to prove their student status and academic eligibility. The Board agrees to furnish to agencies sponsoring rowing competitions, upon appropriate request and signed release forms, information that may be required to confirm the club members' status as Moorestown students.
3. Limited Purpose - The parties recognize that the Board's involvement in this matter is for a very limited purpose. The Board has agreed to permit utilization of the name "Moorestown High School" to the Club and its student members simply to allow the Club and its student members to enter into interscholastic competition events that, absent the use of the name, Moorestown High School, would be foreclosed to the Club and its student members. The Board will not supply any

equipment. The Board will not provide any transportation to and from practices and rowing events. The Board will not provide any transportation to and from practices and rowing events. The Board will not provide supervision, coaching or instruction of any kind. The Board will not participate in the selection of coaches. The Board is not responsible for and does not vouch for any of the adults that may supervise Club activities.

4. Indemnification/Hold Harmless Provision/Moorestown Rowing Club - The Club agrees to indemnify and hold the Board harmless from any claims for damage, injury, or liability of any kind that may arise in connection with the activities of the Club. This indemnification shall include, but shall not be limited to, damage or injuries that may be sustained while rowing, at practice, while traveling to and from practice or rowing events; or from any activity whatsoever that is associated with the activities of the Club. The Club, at its own cost and expense, shall defend any and all lawsuits which may be brought against the Board. The Club shall further be responsible for satisfying any judgment or fine that may be recovered against the Board in connection with any legal proceeding involving the Club, its members, and/or the activities of the Club.
  
5. Indemnification/Hold Harmless Provision/Parents and Student - The undersigned parent and/or adult student specifically recognizes that the Board shall have no responsibility for supervising Club activities; nor for selecting and supervising coaches. Accordingly, in consideration for the mutual covenants contained herein, the undersigned parent or adult student does specifically waive any right to sue the Board in any jurisdiction or maintain any claim whatsoever against the Board in the event the participating student is injured in connection with Club activities. Further, the undersigned parent or adult student hereby agrees to indemnify and hold the Board harmless from any claims for damage, injury, or liability of any kind that may arise in connection with the activities of the Club. This indemnification shall include, but shall not be limited to, damage or injuries that may be sustained while rowing, at practice, while traveling to and from practice or rowing events; or from any activity whatsoever that is associated with the activities of the Club. The undersigned parent or adult student, at his/her own cost and expense, shall defend any and all lawsuits which may be brought against the Board in connection with Club activities. The undersigned parent or adult student shall further be responsible for satisfying any judgments or fines that may be recovered against the Board in connection with any legal proceeding involving the Club, its members, and/or the activities of the Club.

6. Insurance - The Club agrees to maintain an insurance policy available to Rowing Clubs through the U.S. Rowing Association. The Board shall be a named insured on this policy. A copy of the insurance certificate will be furnished to the Board. The Club shall demonstrate continuing compliance with this provision on a quarterly basis. Furthermore, should the Board request proof that the insurance protection required by this paragraph continues to be in full force and effect, then the Club shall promptly provide evidence of insurance protection.
7. Board Disciplinary Policies - While at all interscholastic events and during all practice sessions, Club members shall remain cognizant that they are representatives of Moorestown High School. Club members shall adhere to all school disciplinary policies, including policies relating to alcohol and substance abuse, while at Club functions. Club members may be subject to disciplinary sanctions for violating school policies during club related activities.
8. No Discrimination - The Club warrants that it will rigidly adhere to a policy of non-discrimination. The Club hereby warrants that no student will be excluded from participation on the basis of race, color, creed, national origin, religious beliefs, ethnic background, gender or disability.
9. Invitation of Participate - The Club will take steps to notify other students at Moorestown High School relative to Club activities. The opportunity to participate in Club activities will be made available to all students that wish to do so. If spaces on crew teams are limited, then an appropriate try out program will be established. In the event any student is foreclosed from participation due to financial circumstances, then the Club will use its best efforts to locate the financial resources necessary to allow the student to participate.
10. Miscellaneous - This Agreement will be interpreted in accordance with the laws of the State of New Jersey.

Moorestown Township Board of Education

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Date: \_\_\_\_\_

Moorestown Rowing Club

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Parent  
Date: \_\_\_\_\_

\_\_\_\_\_  
Parent  
Date: \_\_\_\_\_

\_\_\_\_\_  
Student  
Date: \_\_\_\_\_