

Auckland Rowing Club

Guest Rower Policy

ARC's guest rower policy applies to any non-member using club or privately-owned equipment at any time.

Please read and sign (page 2) **BEFORE** a guest rower gets on the water.

Auckland Rowing Club welcomes qualified guest rowers or persons wishing to try out the sport before committing to membership. To ensure the safety of all rowers, the safe handling of all equipment (club-owned or privately owned), and the smooth integration of guests into ongoing club and collegiate rowing programmes, please follow the rules and procedures listed below.

The privilege of guest rowing is reserved primarily for visitors to the area who wish to row under the constant guidance of an ARC member for a limited period of time or persons wishing to try out the sport or the club before committing to membership of ARC. It is not a “drop-in” membership for area rowers who simply wish to row occasionally (in club or private boats) without the benefits of a full club membership.

- Guests seeking to row club equipment, to row a member's boat (with or without the member), or to use their own boats at ARC facilities (including the boathouse and pontoon) must be sponsored by an ARC member in good standing.
- Guest sponsorship and use of facilities are privileges that will be considered on an individual basis; many factors may cause a request to be denied at any time.
- A guest must secure a member's sponsorship prior to the desired date(s) for rowing, as the sponsor must in turn secure advance approval from the Club Captain or one of his/her deputies or the committee appointed health and safety officer.

FEES

- Guest fees for use of club equipment are \$20 per row, with a maximum of 5 rows permitted per year.
- Guests using privately owned boats are not required to pay a fee but may choose to donate to the club.
- For persons trying out the sport or the club with a view to membership, guest fees will be credited against the cost of membership where an application for membership is made within one month from the date this form is completed.

RESPONSIBILITIES OF SPONSORING CLUB MEMBER

The club member who sponsors a guest rower will be fully responsible for him/her at all times.

BEFORE ANY GUEST GETS ON THE WATER, it is the responsibility of the sponsoring club member to ensure that the guest:

- 1) is a fully competent rower or is at all times while on the water under the instruction of an ARC coach;
- 2) has had explained to them the hazards present on the Tamaki River;
- 3) understands and follows the Club's rules, Maritime Rules, and navigation rules at all times—signing out in logs and on the white board, launching procedures, rules of the river, rules for unaccompanied rowing etc.;
- 4) signs an ARC guest waiver;

- 5) pays applicable guest fees; and
- 6) returns club equipment completely wiped down and clean;
- 7) Reports any damage to equipment.

In any case of damage to club property, the incident must be reported immediately to the health & Safety officer and an incident form filled in.

Guests must be escorted by their sponsor (on water and ashore) when using club equipment.

Date(s) of row(s); name of boat(s) used each row

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____

We agree to the terms outlined on page 1:

1) Sponsor (name, sign and date)

2) Guest (name, sign and date)

3) Approving committee member / officer (name, sign and date)

Note: The approving committee member cannot be the sponsor.

FILL OUT THIS FORM AND LIABILITY WAIVER IN ADVANCE AND LEAVE THEM IN THE MAILBOX IN THE KITCHEN or scan and email to secretary@theaucklandrowingclub.org.nz . Please deposit the money into the ARC bank account (03-0104-0012954-00) with "GUEST" and the rowers name as the reference.
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Release of Liability

IN CONSIDERATION of being given the opportunity to row from the Auckland Rowing Club, use club equipment, use club facilities or participate in an Auckland Rowing Club organised event or training session ("Rowing Activities") 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 able, in good health, and in proper physical condition to participate in such Rowing Activity.
2. ACKNOWLEDGE that since I am not a member of Auckland Rowing Club I may not be covered by any policy of insurance held by Auckland Rowing Club and it is my responsibility to insure accordingly if I choose.
3. AGREE to pay to Auckland Rowing Club the cost of any damage or loss occasioned by my negligence to Auckland Rowing Club's equipment whilst participating in the Rowing Activity.
4. FULLY UNDERSTAND that: (a.) ROWING ACTIVITIES INVOLVE RISKS AND DANGERS which on rare occasions can result in 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 (including prevailing river and weather conditions), 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 as a result of my participation in the Rowing Activity.
5. AGREE AND WARRANT that I will examine and inspect any equipment which forms part of the Rowing Activity and assess each Rowing Activity in which I take part with Auckland Rowing Club 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 Rowing Activity until the condition has been corrected to my satisfaction.
6. HEREBY RELEASE, discharge, and covenant not to sue Auckland Rowing Club, the executive committee, officers, volunteers, other participating regatta organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises, on which the Rowing 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 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, legal fees, loss, liability, damage, or cost which any may incur as a result of such claim, to the fullest extent permitted by law.

7. AGREE that Auckland Rowing Club will retain your personal information on our database in accordance with the Privacy Act and may send you information in the form of newsletters concerning Auckland Rowing Club activities. You may unsubscribe from such newsletters at any time.

PLEASE DO NOT CHANGE OR ALTER THE WORDING ON THIS WAIVER WITHOUT PRIOR APPROVAL FROM AUCKLAND ROWING CLUB.

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.

Printed Name of Participant:

NZ Rowing # _____ **Date of Birth:** _____

NZ Address: _____

Participant's Rowing Club: _____

Phone: _____

Email: _____

Next of kin: _____

Next of kin contact phone #: _____

Allergies or medical conditions: _____

Participant's Signature:

Date: _____

**PARENTAL CONSENT
(If participant is under the age of 18)**

I, the minor's parent and/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 Rowing Activity. I hereby release, discharge, covenant not to sue, and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or part by the negligence of the Releasees 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 Releasee, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, legal fees, loss, liability, damage, or cost any may incur as the result of any such claim, to the fullest extent permitted by law.

Printed Name of Parent/Guardian:

Address:

Phone: _____

Email: _____

Parent/Guardian Signature (only if participant is under the age of 18):

Date: _____