



COMMUNITY AND SRL PARTICIPANT PERMISSION SLIP, WAIVER & RELEASE

I hereby give my permission for myself or my child/youth participant to participate in any and all programs, activities and events associated with Row New York ("RNY") and its programs. RNY programming includes but is not limited to RNY's rowing, fitness and education-related programs, guest speaker events, field trips, regattas, races, and supervised promotional and/or fundraising activities, at RNY boathouses and other locations throughout New York City and surrounding areas (locations vary by program and activity).

Beginning March 2020, RNY programming includes supervised virtual programming by secure video conferencing/chat tools such as Google Meet/Hangout or Zoom. Virtual programming includes but is not limited to facilitated workouts, workshops, team building exercises and activities. Participants may also be provided at-home workouts to be completed on their own.

RNY occasionally utilizes cars, vans and/or buses to transport participants to practices, regattas, races, field trips and other events throughout New York City and surrounding areas. I hereby give my permission, if applicable, to have my child/youth participate in these activities and to be transported to such events via the cars, vans and/or buses used by RNY for such purposes, which I understand may include the private car of a RNY coach or another staff member.

AWARENESS AND ASSUMPTION OF RISK

I understand that my activities or my child/youth's activities in RNY's programming (including associated at-home activities) have inherent risks that may arise from the activities themselves, my own or my child/youth's own actions or inactions, actions or inactions of RNY staff, officers or directors, and others present at the program, transportation to and from related activities, and dangers and conditions at program sites and rowing facilities. A risk inherent in in-person activities in any public space is possible exposure to infectious diseases including MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist. I KNOWINGLY AND FREELY ASSUME any and all risks to myself or my child/youth of bodily injury, illness, death or property damage caused by or arising directly or indirectly from my or my child/youth's presence or participation, on or off-site, both known and unknown, in RNY programming or related activities regardless of cause.

I willingly agree to comply with RNY's stated and customary terms and conditions for participation regarding protection against infectious diseases. If, however, I observe any unusual or significant hazard during my or my child/youth's presence or participation, or if I am aware of any risk I or my child/youth may present to other RNY participants, I will remove my child/youth from participation and bring such to the attention of a RNY staff member immediately.

WAIVER AND RELEASE

In consideration of my or my child/youth's participation in RNY programming, I waive and release any and all claims against RNY, its directors, officers, agents, employees, volunteers, and affiliated organizations (the "Parties") for any liability, loss, damages, claims, expenses, and attorney's fees resulting from death, injury or illness to myself or my child/youth or property, caused by or arising directly or indirectly from my or my child/youth's presence at program sites, rowing facilities or participation in RNY programming, regardless of the cause and even if caused by negligence by RNY. I agree not to sue any of the Parties on the basis of these related claims.

I represent that the participant designated below is physically able to participate in RNY programming and that I have disclosed all vital and important health information (allergies, medications and medical limitations on activities), which would be necessary for safe participation and proper care of myself or my child/youth participant. I hereby give my permission to RNY to give consent on my behalf in the event of the need for the emergency administration of medical treatment which RNY, in its sole discretion, believes to be necessary and appropriate, including, without limitation, treatment by trained first aid personnel, Emergency Medical Technicians, First Responders, Paramedics and Emergency Room Physicians. In consideration of my or my child/youth's participation in RNY programming, I hereby release,

discharge and agree to indemnify and hold harmless the Parties (as defined above) from any and all claims, liability, loss damages, or causes of action arising out of such medical treatment and with respect to their exercise of judgment in this regard. I agree to pay and to assume full responsibility for all medical expenses incurred in my medical treatment or that of my child/youth participant.

METRICS COLLECTION

In order to help our participants excel in our programs and beyond, RNY tracks participant progress across fitness, academics, and social-emotional learning. RNY uses this metrics data on an individual level to understand what additional coaching and support participants may need within the program, and aggregated on an organizational level to show the impact of our programs in marketing, fundraising and communications materials. The metrics data are collected across a range of activities including but not limited to erg and running tests, height/weight, report cards, GPA, attendance, surveys and a self-assessment around key social-emotional learning traits. All information obtained from participants as part of metrics data administration will be kept confidential and will be used by staff to increase the quality of the Program. Program staff and possibly external evaluators will also have access to the metrics data so that they can continue to improve the program and support your or your child's/youth's individual needs.

By signing below, I give RNY permission to administer metrics collection from and with the participant designated below and as described herein.

PHOTO/MEDIA RELEASE

Routine videography, video recordings and photography taken during RNY programming and other RNY-affiliated events are published or shared with existing and potential funders, the media and social media to build support for RNY. I give RNY and its affiliates permission to use and publish photos, video images and audio recordings of the participants designated below, which may include the name of participant, in materials that promote RNY including in brochures, newspapers, on the Internet and social media platforms, podcasts, interviews, in magazines, television, for other promotional and fundraising events and in any other public forum.

I HAVE READ THIS PERMISSION SLIP, WAIVER AND RELEASE AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I AM RELEASING POTENTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.