**PRIVATE BOAT RACKING AGREEMENT, WAIVER AND RELEASE**

Pursuant to the terms and conditions of the OAR Polices and Procedures Manual and the Agreement, Waiver and Release, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Owner”) desires to have Oregon Association of Rowers, Inc. (“OAR”), an Oregon nonprofit corporation, rack in OAR’s boat house the following boat(s) and equipment owned by Owner (include name and serial number, if available)

Boat(s) and other property being racked:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Besides the owner, who may use this boat and/or equipment:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OAR does not provide insurance for privately owned boats. If you have insurance, please provide the name of the insurance company and policy number:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To be eligible for boat storage, an individual must meet the following criteria:

• Hold a club membership or a private rowing membership

• Be 18 years or older

• Be current in their dues payments (racking fees to be paid upon racking)

• Be an experienced rower

• As the owner, row the boat at least 24 times annually

• Receive instructions for boat house usage

**WAIVER AND RELEASE**

As additional consideration for OAR’s racking of the above referenced boat(s) and other property, Owner hereby agrees to release, indemnify, defend and hold harmless OAR and its members, managers, directors, officers, employees, independent contractors and agents and insurers from any loss, cost, damage, claim, expense or injury of any kind or nature arising out of or related to OAR’s racking of said boat(s) and equipment, save and excepting any direct or negligent act of OAR and its members, managers, directors, officers, employees, independent contractors and agents causing specific injury to Owner or any third party.

This agreement is intended to be a comprehensive release of all claims in connection with OAR’s racking of the above referenced boat(s) and equipment. I have completely and carefully read this Waiver and Release prior to signing my name below. I fully understand and agree to its contents.

**Page 1 of 2**

**As a member of OAR, the Owner is held to the same standards as all members of OAR. OAR requires that all members are responsible for knowing and adhering to OAR’s Safety Guidelines and Member Responsibilities. These documents are posted on the OAR website under About OAR.**  ([www.oarowers.wordpress.com](http://www.oarowers.wordpress.com)).

Dated:­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(signature)

**OAR MEMBER: (please print)**

Name of owner\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Page 2 of 2**