

Athlete Name: _____

Date: _____



East Bay Rowing Club Registration Packet

(PRINT CLEARLY)

Welcome to East Bay Rowing! To complete registration, this packet must be filled out in its entirety.

**** PLEASE COMPLETE INFORMATION ON ALL PAGES INCLUDING NAME AND DATE****

Checklist of EBRC Registration Forms:

- Waiver of Liability and Assumption of Risk
- Emergency Contact and Authorization for Treatment
- Swim Test Certificate (due in two weeks)
- Photo and Video Release
- Code of Conduct Agreement (2 pages)
- Financial Commitment Agreement (2 pages)
- Flexible Fee Application
- Race Subsidies Policy
- Recurring Payment Authorization (deposit with check in gray mailbox)
- Committee Assignment and Volunteer Agreement
- Description of Rowing Teams

EBRC Registration/Membership Contact information:

Rhonda Nelson rln@severson.com

510-418-5952

Jolie Krakauer jmzql@comcast.net

510-393-7769

Athlete Name: _____

Date: _____

East Bay Rowing Assumption of Risk, Release, Waiver of Liability and Indemnity Agreement

This agreement contains a release and waiver of important legal rights and constitutes an agreement to indemnify for certain losses. Please Read Carefully.

IN CONSIDERATION of being permitted to enter and utilize the boat bay and equipment of **East Bay Rowing (EBRC) and to participate in EBRC programs**, the Participant and his/her personal representatives, assigns, heirs and next of kin, acknowledges, agrees and represents that:

1. Participant expressly understands and agrees that participation in the activities and programs of **EBRC** can be dangerous and presents risks to the participant both serious and minor including but not limited to head or other injuries, heart attack, loss of sight, broken bones, brain damage, paralysis and death as a result of but not limited to the following; adverse weather, exposure to the elements, capsizing, collision with other vessels, strenuous training, actions of other participants and equipment failure. Such risks, as well as unexpected or unforeseen events or conditions, could lead to physical injury or death. Participant voluntarily participates in this program and utilized various **EBRC** Boat Bay and equipment with the knowledge of these risks involved, and agrees to accept any and all such risk of injury and death.
2. Participant attests that he/she is physically capable of participating and has no known health restrictions that might jeopardize his/her safety or health or the safety or health of others during their participation in the activity.
3. Participant hereby releases, waives and discharges **EBRC and its coaches**, the Port of Oakland and the City of Oakland and the Jack London Aquatic Center and their respective directors, officers, employees, agents, members and affiliates, (together "the Releasees") from all liability to Participant, assigns, heirs, and next of kin, for any and all loss, injury or damage, and any claim or demands on account of injury or death and/or injury to personal property, whether caused by the intentional acts, misconduct, and/or negligence of the Releasees or otherwise, while Participant is in or about the boat bay of **EBRC**, using equipment of **EBRC** or participating in activities or programs of **EBRC** and/or caused by said use or participation.
4. Participant hereby assumes full responsibility for any risk of bodily injury, death or property damage due to the intentional acts, misconduct and/or negligence of Releasees or otherwise, while Participant is in or about the boat bay of **EBRC**, using the equipment of the **EBRC**, and participating in activities or programs of **EBRC** and or resulting from being in or about the boat bay, the use of such equipment or participation in such activities or programs.
5. Participant hereby agrees to indemnify the Releasees and to save and to hold the Releasees harmless, and each of them, from any and all liability, damage, or cost they may incur due to the presence of the Participant or his/her property on or about the boat bay of **EBRC**, due to Participant's use of **EBRC** boat bay or equipment, or due to Participant's participation in activities or programs of **EBRC**, whether caused by the intentional acts, misconduct and/or negligence of the Releasees or otherwise. Participant agrees to assume full responsibility for any loss, liability, damage, or cost which results from Participant's acts or omissions, including but not limited to, damage or loss of or to the boat bay or equipment of **EBRC**.
6. Participant expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
7. Participant has carefully read, and fully understands and voluntarily signs the release and waiver of liability and indemnity agreement and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made. The Participant is aware that this is a contract, which he/she signs freely and voluntarily.

(Date)

Signature of Participant

PRINT NAME: _____

Athlete Name: _____

Date: _____



INTENTIONALLY LEFT BLANK

Athlete Name: _____

Date: _____



Swimming Test Certification

This is to certify that East Bay Rowing Club Member:

_____ (print name)

has taken and passed, under the supervision of a certified swimming instructor, the following swimming test:

____ Continuous swimming for 50 yards (2 pool laps);

____ Tread water for 10 minutes;

____ Put on personal flotation device while treading water

To be completed by a certified swimming instructor:

Facility: _____

Date: _____

Instructor: _____

Instructions: This can most often be done at your local pool. We recommend that you call ahead to confirm that a swim instructor will be available when you plan to go. Please complete the test and return the form within two weeks.

Athlete Name: _____

Date: _____



Media, Photo and Video Release

The Participant assigns to **East Bay Rowing Club, Inc. ("EBRC")** the irrevocable and unrestricted right to use and publish photographs and/or video of the Participant, or in which Participant may be included, for editorial, trade, advertising and any other purpose and in any manner and medium, to alter the same without restriction, and to copyright the same.

Print Name: _____

(Date)

Signature of Participant

Athlete Name: _____

Date: _____



East Bay Rowing Club Code of Conduct Agreement

Changing lives one stroke at a time.

-EBRC Mission

The Team Structure

To be successful in achieving our mission, it is essential that members, coaches, staff and the East Bay Rowing Club (EBRC) board of directors work together as a cohesive team. Working together, we will create relationships based on civility, honesty, and respect.

We will, individually and collectively, do our part to create and maintain trust, respect, and care throughout EBRC by accepting responsibility for our own actions. We make this commitment to ensure that each of us may grow both in knowledge and in wisdom and that we may leave this organization having enriched it by our presence.

Failure to adhere to the conditions and rules as outlined below may result in disciplinary action. Depending on the severity of the violation, consequences may include a warning, suspension, or expulsion from EBRC. EBRC grants the executive committee of the board of directors (President, Vice President, Secretary and Treasurer) broad discretion in choosing and imposing consequences of member violations, in communication with, the Executive Director, coaches and the board of directors.

Member Behavior

Members are the spokespersons for our organization when you represent us in the community, on our waterway and in competition. Your actions are viewed by family and friends, competitors, the local community, and the media. Your display of good sportsmanship will show the most positive things about yourselves, your team, your coaches and EBRC. Integrity, fairness, and respect are inherent principles of good sportsmanship. With them, the spirit of competition thrives, fueled by honest rivalry, courteous relations and graceful acceptance of the results. Members will base their actions on honesty, integrity, and concern for the welfare of others; in doing so they will not lie, cheat or steal and will not condone such action on the part of others. You will respect both the person and the property of others as well as the equipment of EBRC. Members will behave respectfully toward one another, guests, coaches, and towards our competitors.

Social Media

EBRC members that access social media sites (Facebook, Twitter, etc.) should act responsibly and show respect for the rights and feelings of others. Threatening or harassing statements or pictures are prohibited. Members should exercise appropriate discretion when using social networks for personal communications with the knowledge that inappropriate behavior on social networks may result in disciplinary action.

Athlete Name: _____

Date: _____

Teamsnap Email:

Teamsnap messaging is reserved for club business only. Members should not use the club email for political or personal emails.

Reporting Procedure

If any member, coach or staff member wishes to report or question the actions of another member, coach or staff member of EBRC, they should promptly report the facts of the incident(s) and the name of the involved individual(s) following the procedure outlined below:

1. If the involved individuals are team members then we recommend that the person first approach their teammate to discuss the behavior in issue and to try to resolve the matter. If this is not feasible for whatever reason or if the problem is with a coach, board member or staff of EBRC then the member's team captain should be contacted and will either assist in resolving any issues or refer the matter to the coaches for resolution.
2. If the involved individuals believe that their issue was not able to be resolved by the team captain then they should contact their coach and give the coach the opportunity to address the concerns raised with either another member, a coach, EBRC staff or a board member.
3. The sitting board President is the next point of contact if the coach is unable to positively resolve the issue in question, or if the member feels uncomfortable working with the coach.
4. The executive committee of the board of directors will make a final determination of a dispute or grievance only if satisfactory results have not been achieved from the process outlined above.

Confidentiality

All reports made under this code of conduct shall be kept confidential to the extent reasonably possible. Witnesses and those interviewed shall be informed of the confidential nature of the issues, and shall be informed that it will be a violation of this policy to disclose the allegation or the nature of the subject matter to others and shall be subject to disciplinary action as defined in this policy if they fail to adhere to this confidentiality requirement.

Expulsion

The EBRC executive committee may expel any member if reporting procedures have been followed and it is agreed by a simple majority of the members of the executive committee that the member has engaged or is engaging in conduct prejudicial to the interests or purposes of East Bay Rowing Club.

Retaliation Is Prohibited

The initiation of an allegation will not subject the individual reporting the incident or witnesses to retaliation nor will it affect such person's dealings with EBRC. It shall be a violation of this policy to engage in such retaliation. An allegation of retaliation shall be considered as a separate incident, shall be investigated, and shall be subject to disciplinary action as defined in this policy.

I hereby affirm that I will adhere to East Bay Rowing Club's Code of Conduct for as long as I am a member of the organization. I will act in a way that positively reflects on EBRC, its members, and its coaches. I am aware that displays of poor sportsmanship, dishonesty, and harassment are prohibited, and can result in disciplinary measures including permanent expulsion from EBRC.

Date

Signature

Print Name

Athlete Name: _____

Date: _____

East Bay Rowing Club Financial Commitment Agreement (Please read and sign)

Quarterly Rowing Fees:

EBRC Masters is a non-profit 501(c)3 organization that relies on athlete fees and fundraising to operate. EBRC divides the year into four quarters, January, February and March; April, May and June; July, August and September; and October, November and December. **Rowers commit to pay for an entire quarter regardless of whether they row the entire quarter or not.** Fees per quarter for three day per week rowers are \$360 and for four day per week rowers and members of the Competitive Team are \$435. Rowers who must take a leave of absence for medical, family or other unanticipated reasons (*not vacations*) may apply for leave in accordance with EBRC's leave of absence policy described below.

Fees for the quarter are due no later than the 10th day of each month of the quarter. If fees are not timely paid rowers may be kept off the water until fees are current.

EBRC requires that payments be made by authorizing EBRC to bill you via credit card or automatic debit from your bank account. The first month payment must be made by check payable to EBRC and must accompany your registration forms. The billing authorization form, which is attached, and first month check should be dropped into the gray mailbox at the front of the boathouse.

Those who require another fee arrangement may write EBRC Treasurer at treasurer@eastbayrowingclub.org.

Flexible Fee memberships are available to those whose financial resources are limited and an application for flexible fees is appended to this sheet. One of the goals of EBRC is to make rowing accessible and it is committed to doing so to the extent it is financially possible for the club. The application is submitted to the team's Finance Committee and responses are usually provided within 10 days. All applications remain confidential.

An application for flexible fees is attached.

Leave of Absence Policy for Suspension of Dues

You may request a temporary suspension of dues for your own medical condition, to care for a family member or for other unanticipated reasons (not vacations) at any time for a period of not less than one month if you are paid current at the time of the request. Your request for leave for your own medical condition must include a letter from your medical provider stating that you are unable to row for a specified period of time due to your medical condition. The letter from the medical provider should NOT provide any specific information regarding your medical condition. Your request for leave to care for a family member must indicate the length of the leave request, but does not require a letter from your family member's medical provider. The request should not disclose the medical condition of your family member. Your request for other unanticipated reasons should identify the length of your request.

Requests for a leave of absence must be in writing and sent to EBRC Treasurer at treasurer@eastbayrowingclub.org. To ensure that automatic billing is terminated prior to leave, you must provide EBRC Treasurer 30 days advance notice of the leave request.

Annual Equipment Fee:

Each August 1st every member of EBRC will be assessed a fee of \$100 to be placed in an equipment fund that will be used to replenish and add to EBRC's boats, cox boxes, oars, launches, trailers and other equipment necessary to the sport of rowing. Those who pay flexible fees will be assessed a pro-rata share of the fee.

00000.3629/10866133.1

Athlete Name: _____

Date: _____

Race Fees:

A. Local Races:

EBRC is a competitive team and travels to races. Additional fees are charged to rowers who race to cover the costs of extra coaching, trailering boats, entry fees, and other incidentals.

Race fees are calculated by totaling the cost for each regatta and dividing it by the number of seats raced. Rowers are billed for the total number of seats they raced. For example a rower who races three races will be billed for three seats and a rower who races only once will be billed for one seat.

B. Travel Races:

EBRC attends several races that are more than 200 miles away. These are travel races. Given the high cost of coaching, and the additional costs of boat rentals or long distance trailering the club will charge each rower \$150 for these expenses. Additionally, rowers are still responsible for the cost of their own travel, food, accommodations, the expenses of any coxswain's they bring or retain and entry fees.

There are times that the \$150 fee will exceed the clubs costs and times the club will be subsidizing rowers. It is the club's goal to make travel races accessible to all of its members and to that end the club has a race subsidy program attached below. The subsidy program is in part funded by the excess, should there be any, of race travel fees collected.

C. Racing Subsidies

EBRC has limited funds to subsidize racing fees for its members. They will be allocated in accordance with the attached race subsidy policy.

Additional Fees

A. U.S. Rowing Membership

All rowers must register/sign up with US Rowing online. All masters rowers regardless of the team they are on and regardless of whether they **race are required to purchase a US Rowing championship membership.** This is required to maintain EBRC's insurance. You may register by going to USrowing.org and following the directions. Proof of your membership should be provided to the Membership Chair with these documents. Our club code is FSTKM.

B. Uniforms

Rowers who race in US Rowing sanctioned regattas must have the team uniform. EBRC has some loaner uniforms, as well as some used uniforms available for resale however, rowers will eventually want to own their own uniform and are responsible for its purchase.

Please sign below:

I _____ have read, understand and commit to abide by EBRC's financial policies. I understand that when I enroll for a quarter I am agreeing to pay the full amount for that quarter regardless of whether I miss practice days.

Signature: _____ **Date:** _____

Athlete Name: _____

Date: _____

EBRC Race Fee Subsidies Policy September 2013

EBRC was founded as a nonprofit organization dedicated to and purpose providing health and fitness education to residents of the San Francisco Bay Area through the sports of sculling and on- and off-water rowing. EBRC is a young club and relies wholly on program fees and contributions to support its mission. The club values include supporting as many rowers from its community as possible. To this end EBRC has adopted a program whereby members can apply for flexible dues, has initiated a rowing program at Oakland Tech High School in Oakland, has initiated an adaptive rowing program and has held workshops for veterans.

As a young rowing organization, however, EBRC's ability to both grow its programs and subsidize rowers financially is limited. Thus, subsidies for rowers to attend races are limited and EBRC, after researching the practices of other urban rowing clubs, has adopted the following policies relevant to the subsidy of races.

1. EBRC will allocate an amount of up to 10% of the total fees (race fees, trailering and if necessary boat rental) for any race for those rowers who for financial reasons could not otherwise participate.
2. EBRC is unable to subsidize the cost of travel, lodging, and food or coaching (time, travel, lodging or meals) for any rowers, although EBRC will work to create the most economical way for rowers to travel, room and eat at races.
3. To apply for subsidized race fees a rower must fill out the team's financial assistance form specifying that they are seeking a reduction in race fees. This form must be completed and submitted to the EBRC Finance Committee prior to the last day of seat racing for the race that the rower is seeking subsidization for.
4. The committee will allocate all or a portion the available subsidies among all rowers that qualify for assistance and who are boated for the race at its discretion.

Example: If the total race fees for San Diego are \$3,000 then the committee will allocate up to \$300 among all applicants. Some applicants may be fully subsidized while others may not receive an award.

All financial aid requests are reviewed individually and confidentially.

If you have any questions please email Jolie Krakauer the head of EBRC's Finance Committee, Jolie Krakauer, at jmzql@comcast.net. Flexible dues or race subsidy contributions may be made at eastbayrowingclub.org by clicking the donate now button or by leaving a check in the gray mailbox at the boathouse.

Athlete Name: _____

Date: _____

Application for Flexible Fees

Application is due 10 days prior to when payment is owed.

EBRC encourages all interested and committed rowers to join the team and is committed to serving as socioeconomically diverse a group as is financially feasible.

Name:

Date:

Address:

Phone:

Applying for flexible fees for:

(Set forth time period for which you will need assistance – up to one quarter. Each quarter requires an updated application.)

1. Set forth the reason that you require a reduction in dues:

2. What is the amount of dues reduction are you requesting? (Note: all rowers must pay a minimum of 20% or at least \$72 per quarter)

3. Although you must update your application each quarter the Finance Committee would like to know how long you expect to require flexible dues – this helps us to plan our budget for the year.

Please return this completed form and/or any questions via email to the EBRC Finance Committee, in the care of Jolie Krakauer at jmzgj@comcast.net.

The committee reserves the right to require documentation demonstrating financial need prior to making any award. All requests for flexible dues and any financial information disclosed will be kept in confidence by members of the Finance Committee.

EAST BAY ROWING CLUB

JACK LONDON
AQUATIC CENTER
115 Embarcadero East
Oakland, CA 94606
www.eastbayrowingclub.org

Mailing Address
248 3rd Street, Box 423
Oakland, CA 94607

00000.3629/10866133.1

Athlete Name: _____

Date: _____



INTENTIONALLY LEFT BLANK

Athlete Name: _____

Date: _____

Recurring Payment Authorization Form

To reduce the administrative time and collection costs to the team, EBRC requires that all members joining the team after September 23, 2017, agree to automatically pay quarterly dues on a monthly basis and the annual \$100 assessment fee on July 31 each year through deductions from your bank account, or charged to your Visa, MasterCard, American Express or Discover Card. **Members must complete and return this form along with a check for the first month dues payable to EBRC. Please deposit this form and your check in the gray mailbox at the front of the boathouse.**

Here's How Recurring Payments Work:

You authorize regularly scheduled charges to your checking/savings account or credit card. You will be charged the amount indicated below each billing period. A receipt for each payment will be emailed to you and the charge will appear on your bank statement as an "ACH Debit." You agree that no prior-notification will be provided unless the date or amount changes.

Please complete the information below select either quarterly or monthly payments:

I _____ authorize East Bay Rowing to either charge my credit card or
(full name)
debit from my checking/savings account as indicated below

for: _____ on the first of each **month** for payment of my quarterly membership fees; and

for **\$100 on July 31 each calendar year.**

Billing Address _____

Phone# _____

City, State, Zip _____

Email _____

Checking/ Savings Account

Checking Savings

Name on Acct _____

Bank Name _____

Account Number _____

Bank Routing # _____

Bank City/State _____



Credit Card

Visa MasterCard

Amex Discover

Cardholder Name _____

Account Number _____

Exp. Date _____

SIGNATURE _____

DATE _____

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify East Bay Rowing in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. For ACH debits to my checking/savings account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non Sufficient Funds (NSF) I understand that East Bay Rowing may at its discretion attempt to process the charge again within 30 days, and agree to an additional \$10 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this credit card/bank account and will not dispute these scheduled transactions with my bank or credit card company; so long as the transactions correspond to the terms indicated in this authorization form.

00000.3629/10866133.1

Athlete Name: _____

Date: _____

East Bay Rowing Club

Committee Assignment and Volunteer Agreement

EBRC is a volunteer organization. We depend on our members to volunteer at least 12 hours or more of their time each year. If you do not complete 12 volunteer hours, you will be assessed \$25/hour payable to EBRC.

All team members are requested to join one of the following committees. Indicate a committee of your choice.

- | | |
|--|---|
| <input type="checkbox"/> Fundraising | <input type="checkbox"/> Membership |
| <input type="checkbox"/> Safety | <input type="checkbox"/> Race Regatta |
| <input type="checkbox"/> Social | <input type="checkbox"/> Equipment |
| <input type="checkbox"/> Uniform | <input type="checkbox"/> Communication/Website |
| <input type="checkbox"/> Volunteer Coordinator | <input type="checkbox"/> Publicity/Press releases |

Athlete Name: _____

Date: _____



Description of Rowing Teams

Novice Team: This program teaches individuals who have no experience rowing the basics of the rowing stroke, the correct use of the ergometer as a training tool, the basics of racing (if desired by the rower), and an introduction to fitness training for rowing. Novices will have the option of racing if desired, and if the coach feels the Novice Rower is prepared physically, mentally and technically. All racing lineups are determined by the coach and take into consideration attendance, competitive desire, fitness, technical rowing ability and team commitment. Rowers should generally expect to spend one year on the Novice Team, though some will spend longer and some less at the coach's discretion.

Club Team: Guidelines for readiness include a minimum of one year of rowing experience with EBRC or another club, and or one year of racing experience. This program is for rowers moving up from the novice team, experienced rowers from another club, those returning to rowing after a hiatus who wish to refresh their technical rowing skills and/or fitness level and highly skilled athletes who choose not to engage at the intensity of the club level. Emphasis will be on improving rowing technique, developing fitness, and acquiring confident racing skills. Racing experience is required for any rower who wishes to move on to the Competitive Team. Participants are expected to attend scheduled practices a minimum of two days per week. Ergometer testing and land training are required. A trial period and acceptance by the coach is required.

Competitive Team: Guidelines for readiness include a minimum of two years rowing experience through EBRC or another club, and/or one year of racing. The Competitive Team focuses on competitive training and racing. Advanced rowers are expected to compete in both fall and spring/summer regattas. Technical ability, fitness level, and mental readiness to race must be high. Rowers must demonstrate a commitment to racing, a positive competitive attitude and flexibility in terms of boating, coxing, and land work. The coach's selections for racing will be based on technique, strength, fitness, competitive commitment and a cooperative team spirit. Ergometer tests, additional workouts, and land training, are required. Competitive rowers are expected to attend scheduled practices a minimum of three days per week. A trial period and acceptance by the coach is required.

For all teams there will be appropriate racing opportunities offered in both fall and spring/summer seasons. Some racing opportunities will only be offered to rowers on the competitive team i.e., Head of the Charles, San Diego Crew Classic, Masters Nationals, and Masters Worlds.

The above are guidelines to be used by the coaching staff in order to determine a rower's readiness to move on to the any team if desired. Some individuals may acquire skill quicker than others, while other individuals may take longer to progress. This is not meant to be a hindrance to EBRC participants but rather a clear guideline for what is generally expected.