

Team or Captain Name: \_\_\_\_\_

## Dragon Boat Event Waiver and Release of Liability

This Waiver and Release of Liability (herein “**Release**”) by the undersigned Participant, signed below, who, intending to be legally bound hereby, agrees to release, waive, discharge, hold harmless, defend and indemnify the following **Persons and Entities Released** listed herein.

**Persons and Entities Released** listed herein: A.J. Jolly Park Operated by the Campbell County Fiscal Court, Paddling for Cancer Awareness, Inc., and all of their officers, officials, agents, board members, organizers, agents, participants, employees and all other persons or entities acting in any capacity on their behalf, and all Dragon Boat Event officials, coaches, sponsors and volunteers.

In consideration of being allowed to participate in any Paddling for Cancer Awareness, Inc. events and/or activities, including, but not limited to, dragon boat racing and dragon boat practice, the undersigned acknowledges, appreciates, and agrees that:

1. I am aware that the risks of injury/illness from participating in any Paddling for Cancer Awareness, Inc. events and/or activities is significant, including the potential for permanent physical, mental or emotional injury/illness and paralysis or death to me, to property, or to third parties. These risks may include, but are not limited to, among other things: boat capsize; collision with objects or other watercraft; prolonged exposure to cold water; hypothermia; accidental drowning; exposure to sun, heat, strong wind, cold, storms, waves, lightning; illness in remote areas; aggressive and/or poisonous marine life; wrist, arm shoulder, and/or back injuries; slips, trips and falls; and rapidly changing adverse weather and water conditions. While particular rules, equipment, and personal discipline may reduce that risk, the risk of serious injury/illness and/or death does exist; and, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS OF PERMANENT INJURY/ILLNESS OR DEATH, both known and unknown, even if arising from the negligent acts or omissions of any of the **Persons and Entities Released listed herein**, and I expressly assume the risk and full responsibility for and damage, injury/illness or death resulting from my participation in any Paddling for Cancer Awareness, Inc. events and/or activities;
2. I will comply with all rules, conditions and instruction required for my participation. If, however, I observe any hazard during my presence or participation in any Paddling for Cancer Awareness, Inc. events and/or activities, I will immediately remove myself from participation and immediately bring such hazard to the attention of the nearest official;
3. I certify that I have adequate insurance to cover any personal injury that I may incur or cause to another, and to cover any damages to property that I may incur or cause to another, as a result of my presence or participation in any Paddling for Cancer Awareness, Inc. events and/or activities and that I am willing to assume the risk of any medical or physical condition, current or future, that I may have;
4. I certify that I am physically fit to engage in all activities which I participate in at any Paddling for Cancer Awareness, Inc. events and/or activities;
5. I agree that if any portion of this **Release** is found to be void or unenforceable, the remaining portions of the **Release** shall remain in full force and effect to the fullest extent allowed by law; and
6. I, for myself and on behalf of my heirs, assigns, personal representatives, next of kin and estate, hereby agree to release, waive, discharge, hold harmless, defend and indemnify the following **Persons and Entities**: A.J. Jolly Park Operated by the Campbell County Fiscal Court, Paddling for Cancer Awareness, Inc., and all of their officers, officials, agents, board members, organizers, agents, participants, employees and all other persons or entities acting in any capacity on their behalf, and all Dragon Boat Event officials, coaches, sponsors and volunteers from any and all liability, claims, suits, actions and demands of whatever nature which arise or may hereafter arise as a result of my participation in any Paddling for Cancer Awareness, Inc. events and/or activities. I am hereby discharging any and all claims and any and all future claims to the fullest extent allowed by law for bodily injury, personal injury, illness, death and property damage that may result from my participation in any Paddling for Cancer Awareness, Inc. events and/or activities.

I CERTIFY THAT I HAVE READ THIS RELEASE AND THAT I FULLY UNDERSTAND ITS TERMS AND CONTENTS. I FURTHER UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND THAT I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE UNDERSTOOD IT AND AGREE TO BE BOUND BY ITS TERMS.

**Read This Entire Two (2) Page Document Before Signing  
You are giving up substantial and valuable rights by signing below**

X \_\_\_\_\_  
(Print Participant's Name)

X \_\_\_\_\_  
(Print Participant's Address, City, State Zip Code)

X \_\_\_\_\_  
(Print Participant's Phone Number)

X \_\_\_\_\_  
(Print Participant's Email Address)

X \_\_\_\_\_  
(Print Participant's Emergency Contact and Phone Number)

X \_\_\_\_\_ DATE SIGNED \_\_\_\_\_  
(Participant's Signature)

**PARENT/GUARDIAN WAIVER AND RELEASE OF LIABILITY FOR MINORS  
(UNDER AGE 18 AT THE TIME OF REGISTRATION)**

This is to certify that I am the parent and/or legal guardian with legal responsibility for the minor participant listed above, and that I do consent and agree to his/her waiver and release of all the **Persons and Entities released** as provided above, and by the terms provided above, and for myself, my heirs, assigns, and next of kin. I personally agree to all of the terms of the Release above, and I further personally agree to indemnify and hold harmless the **Persons and Entities released** from any and all liability, claims, suits, actions and demands of whatever nature which arise or may hereafter arise in conjunction or as a result of my minor child's participation in any Paddling for Cancer Awareness, Inc. events and/or activities.

**Read This Entire Two (2) Page Document Before Signing  
You are giving up substantial and valuable rights by signing below**

X \_\_\_\_\_ DATE SIGNED \_\_\_\_\_  
(Parent/Guardian Signature)

X \_\_\_\_\_  
(Print Parent/Guardian Name, Address and Emergency Contact Number)