

PICKERING DRAGON BOAT CLUB & ALKAME DRAGON BOAT SERVICES
RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

WARNING!

By signing this document you will waive certain legal rights, including the right to sue. Please read carefully.

1. This is a binding legal agreement; therefore clarify any questions or concerns before signing. As a Participant in the sport of dragon boating and/or the events, programs, races and activities organized by the Organization, the undersigned acknowledges and agrees to the following terms:

Disclaimer

2. The Pickering Dragon Boat Club and Alkame Dragon Boat Services, and their respective shareholders, directors, officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, owner's/operator's of facilities, and representatives (collectively the "Organization") are not responsible for any injury, damage, property damage, expense or loss of any kind suffered by a Participant during, or as a result of, the sport of dragon boating and any program, activity or event, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

I have read and agree to be bound by paragraphs 1 and 2.

Description of Risks

3. I am participating voluntarily in the sport of dragon boating and the activities, events and programs of the Organization. In consideration of my participation, I hereby acknowledge that I am aware of the risks and hazards which include, but are not limited to, injuries from:
 - a) The sport of dragon boating;
 - b) Entering and exiting the dragon boat or capsizing a dragon boat;
 - c) Executing strenuous and demanding physical techniques and/or exerting and stretching various muscle groups;
 - d) Vigorous physical exertion, strenuous cardiovascular workouts, rapid movements and quick turns and stops;
 - e) Falls due to wetness, uneven or irregular surfaces;
 - f) Contact, falling or colliding with the dragon boat, other boats, paddles, docks or with other participants;
 - g) Failure to properly use any equipment, the mechanical failure of any piece of equipment or inadequate safety equipment;
 - h) Failure to stay within designated areas;
 - i) Extreme weather conditions which may result in dehydration, hypothermia, heatstroke or sunstroke;
 - j) Extended times in water or under the water;
 - k) Spinal cord injuries which may render me permanently paralyzed;
 - l) Travel to and from competitive events and associated non-competitive events which are an integral part of the Organization's activities.
4. Furthermore, I am aware:
 - a) That injuries sustained can be severe and that my risk of injury increases as I become fatigued; and
 - b) That my risk of injury is reduced if I follow all rules established for participation.

Release of Liability

5. In consideration of the Organization allowing me to participate, I agree:
 - a) That my physical condition has been verified by a medical doctor to participate in the sport of dragon boating and in the activities, events and program of the Organization;
 - b) That the sole responsibility for the Participant's safety remains with the Participant;
 - c) To ASSUME all risks arising out of, associated with or related to my participation;
 - d) To WAIVE any and all claims that I may have now or in the future against the Organization;
 - e) To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the sport of dragon boating and/or the activities, events and programs of the Organization; and
 - f) To FOREVER RELEASE the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which I may have or may in the future, that might arise out of, result from, or relate to my participation in the sport of dragon boating, my presence at any venue, the events, activities or programs of the Organization, and/or my traveling to or from the events, activities or programs of the Organization, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization.

I have read and agree to be bound by paragraphs 3-5.

Acknowledgement

6. I acknowledge that I have read this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

Name of Participant (Please Print)

Signature of Participant

Date

WAIVER FORM / CREW LIST

By signing below I authorize that I have read, understood and agree to the terms stated in the waiver.

Team Name: _____

NAME OF PARTICIPANT (PLEASE PRINT)	SIGNATURE OF PARTICIPANT	INITIAL
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THIS FORM MUST BE HANDED IN BY 8:00AM ON RACE DAY.