



Paddle for Life Dragon Boat Race and Practice LIABILITY RELEASE AND WAIVER AGREEMENT

In consideration for permission to participate in dragon boat practice and competition, each person signing below or on the reverse hereby stipulates and agrees:

1. ASSUMPTION OF RISK

I represent that I am physically sound and have medical approval to participate in the Paddle for Life Vancouver Dragon Boat Races presented by Paddle for Life (PFL), North American Rowing Association (NOARA), USA Dragon Boating, LLC (USADB), Dragon Sports USA (DSUSA), Vancouver Lake Rowing Club (VLRC), City of Vancouver WA, Clark County WA Parks and Recreation (OTHERS) as well as any and all dragon boat related events, tournaments, and practices, and related association events (the "Activities"). I have recently sought and received a medical examination that determined that it is safe for me to participate in the extreme physical exertion involved in the Activities. I will obtain such a medical examination annually before participating in the Activities (or after showing any symptoms that might call into question the adequacy of my health to participate in the Activities). If I violate the requirement of PFL, NOARA, USADB, DSUSA, VLRC or OTHERS, or other Activities that I have such medical examinations prior to my participation in the Activities each year, I shall assume the risk of my medical condition not being adequate to participate in the Activities. I shall promptly notify PFL, USADB, DSUSA, VLRC and OTHERS of any changes in my health that might call into question the appropriateness of me continuing to participate in the Activities. I VOLUNTARILY AND FREELY CHOOSE TO ASSUME ALL RISKS AND DANGERS, including the risk of injury or death that may be associated with, or result from, my participation in the Activities.

2. RELEASE FROM LIABILITY

I agree, for myself and my heirs, to fully and forever discharge and release PFL, NOARA, USADB, DSUSA, VLRC and OTHERS, their officers, directors, agents, volunteers and employees (collectively, the "Releasees") from any and all liabilities, claims, demands, actions and causes of action whatsoever whether known or unknown based upon any injuries, costs, loss of services, expenses, actions and causes of action whatsoever whether known or unknown NEGLIGENCE or for any other reason, on the account of, or in any way resulting from, personal injuries, conscious suffering, death or property damage to myself or to any other person or property, in any way connected with my preparation or practice for, or participation in, the Activities. I agree that this Liability Release and Waiver Agreement shall include my participation in any and all sports activities sponsored by the Releasees including, but not limited to, practice sessions, instructional sessions, activities directed by a coach or a team representative and/or promotion activities.

3. COVENANT NOT TO SUE

I agree, for myself and all my heirs, not to sue Releasees, not to initiate to assist the prosecution of any claim for damages or case of action which I or my heirs may have by reason of personal injury or death to participation or destruction to participant's property arising from Releasees' activities.

4. INDEMNITY AGREEMENT

I agree, for myself and my heirs, to indemnify and hold harmless the Releasees from any loss, claims, action, causes of action, or proceedings of any kind which may be initiated by me or by any other person, entity or organization, including demands, judgments, costs, loss of services, expenses, or reimbursement of counsel fees incurred by participant or by the Releasees from activities contemplated by this agreement. I give permission to Releasees to obtain on my behalf any emergency medical treatment. In case of sickness, accident or injury, Releasees have my express permission to secure, at my expense, such medical treatment as is deemed necessary in the sole discretion of Releasees.

5. CONTINUATION OF OBLIGATIONS

I agree, for myself and my heirs, that the above provisions, including ASSUMPTION OF RISK, RELEASE FROM LIABILITY, COVENANT NOT TO SUE & INDEMNITY AGREEMENT shall continue in full force and effect now and at all future times when participant is involved in the Activities. In the event of any dispute or controversy arising with respect to this Release and Liability Agreement, its interpretation, application and/or extinction, said dispute or controversy will be resolved by binding arbitration proceedings conducted by the American Arbitration Association ("AAA") in Seattle, Washington, pursuant to the commercial arbitration AAA rules then in effect.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT. I FULLY UNDERSTAND ITS TERMS, AND I UNDERSTAND THAT I, ON BEHALF OF MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND AGENTS HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AND I DO SO FREELY, VOLUNTARILY, AND WITHOUT INDUCEMENT. I UNDERSTAND THAT THIS WAIVER IS INTENDED TO BE AS BROAD AND AS INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF WASHINGTON, AND AGREE THAT IF ANY PORTION OF THIS WAIVER IS HELD INVALID, THE REMAINDER WILL CONTINUE IN FULL LEGAL FORCE AND EFFECT.

*Please sign the Waiver and Release of Liability
Signature Page.*

FOR PARTICIPANT(S) UNDER AGE 18 AT THE TIME OF REGISTRATION

I certify that I am the parent or legal guardian of the Crew Member whose name appears below across from my signature ("Child"). I have read the above warnings and dangers inherent in the sport of dragon boat racing and recognize that participating in the Event involves risk of serious injury or death.

In consideration of accepting my Child's registration in the Event, I, and my Child, personally assume all risk, whether foreseen or unforeseen, in connection with my Child's participation in the Event, and we hereby waive, discharge, release, covenant not to sue, and hold harmless Releasees for any and all liability, medical expenses, claims, causes of action or demands of any kind or nature whatsoever that may arise by or in connection with my Child's participation in the Event, whether arising from the negligence of the Releasees or otherwise. I, and my Child, further agree to defend, indemnify, and hold harmless Releasees against any and all liability, claims, or causes of action arising out of, or in any way connected with my Child's participation in the Event. I, and my Child, further agree to assume complete responsibility for any property damage and/or personal injury caused by or in any way connected with my Child's participation in the Event. Notwithstanding the foregoing, this waiver of liability and indemnification does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct by Releasees.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT. I FULLY UNDERSTAND ITS TERMS, AND I UNDERSTAND THAT I, ON BEHALF OF MYSELF AND MY CHILD AND HIS/HER HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND AGENTS HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AND I DO SO FREELY, VOLUNTARILY, AND WITHOUT INDUCEMENT. I UNDERSTAND THAT THIS WAIVER IS INTENDED TO BE AS BROAD AND AS INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF WASHINGTON, AND AGREE THAT IF ANY PORTION OF THIS WAIVER IS HELD INVALID, THE REMAINDER WILL CONTINUE IN FULL LEGAL FORCE AND EFFECT.

*Please sign the Waiver and Release of Liability
Signature Page.*

ROSTER/WAIVER AND RELEASE OF LIABILITY SIGNATURE PAGE

Name of Event: **PADDLE FOR LIFE DRAGON BOAT FESTIVAL**

Date: **07/01/2017**

Name of Team: _____ Team Manager Name: _____

Address: _____

Contact Phone: _____

Crew Member Name (please print) *See note below	Crew Member, or Crew Member's legal guardian, has read and agrees to the terms of the waiver (Yes or No)	Signature of Crew Member (If named Crew Member is under 18, signature of a parent or guardian.)
Team Manager:		
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*No more than 26 paddlers - plus Team Manager may be rostered.