

**2018 WAIVER - ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT**



This waiver must be completed before participation is allowed in any practice or race sponsored by Wasabi Paddling Club. **READ CAREFULLY BEFORE SIGNING.**

I, the undersigned, being above the age eighteen, or the legal guardian of the below-named person who is under 18, in consideration of being allowed to participate in dragon boat and outrigger canoe activities sponsored by Wasabi Paddling Club, Pacific Dragon Boat Association, and U.S. Dragon Boat Federation (hereafter all referenced as "WPC"), hereby acknowledge, agree, promise and covenant with WPC on behalf of myself, the referenced minor child, heirs, assigns, personal representative and estates, as follows:

**ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS:** I understand and acknowledge that in participating in activities sponsored by WPC, I am exposing myself, or the minor child named below, other participants, and/or third parties, to certain risks and dangers including but not limited to physical injury, death, illness, disease, emotional distress, loss of income, medical and/or funeral expenses, and/or damage to our property.

I understand that these risks of damage are inherent risks of participating in dragon boat and outrigger canoe activities for a number of reasons, including but not limited to, the nature of the activities themselves; the training, acts, omissions, recommendations or advice given by WPC representatives, its agents, employees or any other persons or entities concerning dragon boat or outrigger canoe activities; latent or apparent defects or conditions in the boats, canoes and other equipment supplied by WPC; use or operation, by myself or others, of boats, canoes and/or other equipment; acts of other participants or guests of WPC or other persons; weather conditions; the physical condition of myself or the referenced minor child, or my/our own acts of omissions; first-aid emergency treatment or other services rendered by WPC, its employees or agents; and consumption of food or drink. I understand and acknowledge the above list of reasons is not complete or exhaustive.

I accept and assume all risks of participating in activities sponsored by WPC, including but not limited to physical injury, death, illness, disease, emotional distress, loss of income, medical and/or funeral expenses, and/or damage to our property. I acknowledge and agree that participation in these activities by me or any referenced minor child is purely voluntary; that no one is forcing me/us to participate, and I/we elect to participate in spite of the risks.

**WARRANTY OF PHYSICAL AND MENTAL CONDITION:** I certify that neither myself nor any minor child I allow to participate in these activities has any medical or physical condition which will expose me/us, or third parties participating in the activities, to risk of illness, injury, or death, or loss of property. I understand that WPC will not make any special arrangement to maintain my/our health while participating in activities sponsored by WPC, and I assume the responsibility for myself and/or my minor child.

**RELEASE:** I hereby voluntarily release and forever discharge Wasabi Paddling Club, Pacific Dragon Boat Association, and U.S. Dragon Boat Federation, their agents, employees, and all other persons or entities associated therewith, including other participants, from any and all liability, claims, demands, actions or causes of action, including those for any and all injury, death, illness or disease, or damage to myself or to my property, and/or for any and all injury, death, illness or disease, or damage to any minor child on whose behalf I sign this document, which are related to, arise out of, or are in any way connected with my/such child's participation in the above referenced activities, including but not limited to those arising from an negligent or reckless acts or omission, strict liability, or breach of contract of WPC, its agents or employees, and all other persons or entities associated with it, or latent or apparent defect in equipment and facilities owned by WPC or its members.

I further agree, promise and covenant to hold harmless and indemnify WPC, its agents, employees, or all other persons or entities associated with it, for any injury, death, illness or disease, or damage to myself or to my property, or to any minor child on whose behalf I sign this release, which arises from or is connected with my/such child's participation in the above reference activities, or from any claim asserted against me or the below-referenced minor child by spectators, guests or other third parties.

**IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE, INCLUDING MYSELF, IS HURT OR ANY PROPERTY IS DAMAGED WHILE I AM PARTICIPATING IN THE ABOVE REFERENCED ACTIVITIES THAT I WILL HAVE NO RIGHT TO MAKE CLAIM OR FILE A LAWSUIT AGAINST WPC, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, OR MEMBERS, EVEN IF THEY OR ANY OF THEM NEGLIGENCELY CAUSED THE BODILY INJURY OR PROPERTY DAMAGE. I UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT I AM GIVING UP CERTAIN LEGAL RIGHTS AND CLAIMS WHICH I MIGHT OTHERWISE ASSERT OR MAINTAIN AGAINST THE AFOREMENTIONED PARTIES RELEASED HEREIN.**

**Participant (Printed):** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Team paddling with Today**

- Alpha
- Kraken
- Tide Runners
- Outrigger Canoe
- Fury
- SOAR
- VIP
- Special Activity/Team Builder (please list) \_\_\_\_\_
- GMM
- Special Dragons
- Woman's Program

**Emergency Contact:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Check the appropriate box for your abilities.** Note this will not keep you from participation. The information is intended for your boat caller and steers person for safety purposes

**I am comfortable swimming and I have worn a life vest before**

**I am NOT comfortable swimming and/or I have NOT worn a life vest before**

**FOR PARTICIPANTS UNDER 18 YEARS OF AGE:**

**I, the undersigned (please print):** \_\_\_\_\_ **as legal parent/guardian of the minor person**  
\_\_\_\_\_ **have read and agree to all of the above conditions:**

**Parent or Guardian Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_