

PARTICIPATION RELEASE OF LIABILITY WAIVER



In consideration for being allowed to participate in all racing and festival activities organized by SHOALS SCHOLAR DOLLARS, I, the undersigned PARTICIPANT:

1. Acknowledge and agree that water sports is an inherently dangerous activity that exposes participants to risks, both known and unknown, of harm and serious injury, including but not limited to permanent injury, sickness and death, and severe social and economic loss, which might result not only from my own action, inaction or negligence, but the action, inaction or negligence of others, wind and water conditions, or the condition of any equipment used, and that there may be other risks not known to us or not reasonably foreseeable at this time.
2. Without limitation to the foregoing, acknowledge and agree that said risks include, but are not limited to, the condition of vessels, swamping and turning over, the transport of vessels to/from the event location, currents, waves, winds, and distance from shore that may limit the ability of other participants and medical/emergency personnel to timely respond to an incident/accident or personal health condition.
3. Represents that I can swim and/or survival float and am able to self-rescue and re-enter a vessel without assistance in any depth of water.
4. Agrees that prior to participating in water and boating activities, I will inspect the vessel and equipment to be used, and if I have reason to believe that anything is unsafe, including but not limited to wind and water conditions, I will immediately advise the person in charge of such condition and refuse to participate.
5. Agrees that if, while participating, I have reason to believe that I am/will be exposed to risk of harm beyond my tolerance, I will immediately inform the steersperson and, to the extent possible, remove myself from that activity.
6. Will not participate while under the influence of alcohol or drugs, or if I have any physical, medical or mental condition that may impair my ability to understand instructions or to participate without creating risk to myself or others.
7. I assume all the foregoing risks, both known and unknown, and accept personal responsibility for the harm, damages and loss following such injury, sickness, permanent disability or death.

WAIVER AND RELEASE.

PARTICIPANT, including their heirs, next of kin, assigns and estate hereby waives any and all past, present and future claims against, and releases and agrees not to sue, SHOALS SCHOLAR DOLLARS; THE CITY OF FLORENCE; FLORENCE PARKS AND REC; MCFARLAND PARK; UNITED STATES DRAGON BOAT FEDERATION; DYNAMIC DRAGON BOAT RACING, LLC their insurers, members, directors, agents, and other participants, and any other persons or entities associated therewith (all herein referred to as "Releasees"), from all demands, claims, losses and damages on account of injury, including but not limited to death or damage to property, caused or alleged to be caused, in whole or in part, by the negligence of any of the Releasees to the extent permitted by law.

PARTICIPANT agrees to indemnify, defend and hold harmless the Releasees from and against all claims, losses, damages, causes of action, judgments, costs and expenses, including but not limited to attorneys' fees, and all other liabilities arising out of or relating to PARTICIPANT'S participation in the paddling program and the use of the water craft and other property of the Releasees even if caused by the negligence of any or all of the Releasees.

This agreement is intended to be as broad and inclusive as permitted by law. If any part of this agreement is held to be invalid, the balance thereof shall remain valid and in full force and effect; and, if necessary, shall be modified to further its intent to waive rights against, and release and indemnify the Releasees, against all claims and liabilities as may be permitted by law.

BY SIGNING THIS AGREEMENT, I, the undersigned PARTICIPANT, state and affirm that I was given the opportunity to read this Waiver, Release and Indemnification in full; I have done so; I understand its terms; I understand that by signing it I may be giving up significant legal rights that I otherwise have; I sign it freely, voluntarily, and without any other representations made to me. This waiver is in effect for race day and any/all practices leading up to the event.

Name _____

Name of Team _____

Address _____

Phone Number _____ Email _____

Emergency Contact _____ Phone # _____

Are you UNDER 18 years old? _____ YES _____ NO

Signature _____ Date _____