## CORNWALL WATERFEST DRAGONBOAT CLUB INC.

PARTICIPANT RELEASE OF LIABILITY AND INDEMNITY WAIVER POLICY Event Location(s): Cornwall Canal, Cornwall and Guindon Park boat launch, Cornwall ALL PARTICIPANTS ARE REQUIRED TO AGREE TO AND ABIDE BY THE TERMS AND CONDITIONS set forth in this Release. The committee, organizers, volunteers and sponsors reserve the right at any time to disallow any participant from continuing to participate in this event if it is deemed necessary for whatever reason. By signing on the line below it indicates that the Participant acknowledges and freely accepts the terms and conditions set forth herein. intending to be legally bound, understand and agree that I am voluntarily participating at my own request and at my own risk. I acknowledge that I am aware and understand there are inherent DANGERS, HAZARDS AND RISKS (collectively called RISKS) associated with any physical activity. RISKS could include injuries such as, but not limited to: sprains, fractures, loss of eyesight, slips-trips-falls, spinal injury, brain injury, hypothermia, collision with persons or objects, stroke, heart attack or even death. RISKS could also include, but not limited to: water hazards, waves, docks, unstable surfaces and extreme and unforeseeable weather conditions. I Freely Accept damage or loss that might result from my participation in Cornwall Waterfest Dragonboat Race, including any practice sessions. I certify that I am physically fit, a competent swimmer, have not been otherwise informed by any physician and know of no restrictions imposed on me by my own physician that would in any way prevent me from actively participating in this program. Initial In consideration of being permitted to participate in Cornwall Waterfest Dragonboat Race (including any practice session), I, on behalf of myself, my successors in interest, heirs, assigns and representatives, hereby fully release and agree to hold harmless the Cornwall Waterfest Dragonboat Club Inc. Committee, organizers, volunteers, sponsors, City of Cornwall, and St. Lawrence Seaway Authority, their affiliates, their Officers, Trustees, agents, employees and representatives, successors and entities of and from any and all liability, claims, damages or causes of action for any reason, even as a result of negligence by any of these parties or of one acting on their behalf, including without limiting the generality of the following: death, bodily injury, property damage, or any other low, or inconvenience whatsoever, suffered by me at any time hereafter occurring as a result of my voluntary participation in this program. I agree to properly wear, at all times, while participating in the Cornwall Waterfest Dragonboat Race,

including any practice sessions, an approved flotation device or life preserver/life jacket. I assume all

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responsibility for being informed of all instructions and safety rules and to abide by all such

instructions and rules related to the activity.

I understand that prior to participating, the facilities and equipment to be used may be inspected and if anything is believed to be unsafe, shall notify the team captain, who shall immediately advise the steersperson and representative of the Cornwall Waterfest Dragonboat Club Inc. committee. The undersigned may elect not to participate until the unsafe conditions(s) is/are correct.

I acknowledge that I have read this RELEASE FULLY UNDERSTAND ITS TERMS AND CONDITIONS, UNDERSTAND THAT I am giving up substantial rights by accepting the terms of this agreement, accepting it freely without any influence or inducement.

I also consent to the use of my name, likeness, voice, and/or photograph and that of any minor under my care, without compensation in any future publicity carried out by the Cornwall Waterfest Dragonboat Club Inc.

Must be signed by parent or legal guardian if participant is under the age of 18 on the date this

release is signed. Emergency Contact (Print): \_\_\_\_\_\_ Telephone #: \_\_\_\_\_ Relationship:\_\_\_\_ By signing below I confirm that I have read and understood the entire release and waiver policy. Participant Name: \_\_\_\_\_\_ Participant Signature: \_\_\_\_\_ Witness Name: \_\_\_\_\_ Witness Signature: \_\_\_\_\_ Date: (Month / Day / Year) I the undersigned certify that I am the parent or legal guardian of the participant, and as such on behalf of myself and the participant, agree to the terms of this Release, and release all parties set forth above from all liabilities and indemnity and hold harmless these parties from all liabilities.

Parent Name: \_\_\_\_\_ Parent Signature: