

**CLEVELAND DRAGON BOAT FESTIVAL  
INDIVIDUAL WAIVER AND AFFIRMATION OF SWIMMING ABILITY**

1. IN CONSIDERATION of being given the opportunity to participate in the Cleveland Dragon Boat Festival activities ("Activity") to be held on Saturday, August 7th, 2010 and any practice sessions sponsored by the Cleveland Dragon Boat and Flats Oxbow Associations prior to race day. I, for myself, my personal representatives, assigns, heirs, and next of kin: ACKNOWLEDGE, agree and represent that I understand the nature of Dragon Boat Paddling Activities, both on water and land based, and that I am qualified, in good health, and in proper physical condition to participate in such Activity.

2. I FULLY UNDERSTAND that: (a.); Dragon Boat Paddling activities INVOLVE RISKS AND DANGERS of serious bodily injury, including permanent disability, paralysis and death ("Risks"); (b.) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the Releases names below; (c.); there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity.

3. I AGREE AND WARRANT that I will examine and inspect each Activity in which I take part as a participant of the Cleveland Dagon Boat Festival and that, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Activity and will refuse to take part in the Activity until the condition has been corrected to my satisfaction.

4. I HEREBY RELEASE, discharge, and covenant not to sue Flats Oxbow Association, Cleveland Rowing Foundation, US Rowing, their administrators, directors, agents, officers, volunteers and employees, other participating Festival organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises, on which the Activity takes place, (each considered on of the Releasees herein) from all liability, claims, demands, losses or damages on my account caused or allege to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees, from any litigation's expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of such claim.

I also affirm that I have the ability to swim 100 yards and thereafter to tread water for 4 minutes.

**I have read this agreement, fully understand its terms, understand that have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.**

**Printed Name of Participant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**Signature (only if age 18 or over)** \_\_\_\_\_

**PARENTAL CONSENT**

AND I, the minor's parent and/or legal guardian, understand the nature of paddling activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue, and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or part by the operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as the result of any such claim.

**Printed Name of Parent/Guardian:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**Parent/Guardian Signature (only if participant is under the age of 18):** \_\_\_\_\_