



# 6th Annual Arizona Dragon Boat Festival

March 28-29, 2009, Tempe, Arizona

## WAIVER OF LIABILITY RELEASE INDEMNIFICATION & HOLD HARMLESS NOTICE

In consideration of being allowed to participate in the Arizona Dragon Boat Festival 2009, I agree to release, indemnify, and forever discharge the AZDBA, its agents, board members, officers, participants, employees and any and all other persons or entities acting in any capacity (hereinafter collectively referred to as "the AZDBA") on behalf of myself, my heirs, spouse, parents, estate, executors, administrators, assigns, personal representative as follows:

1. I agree that I am 14 years of age or older and my participation in dragon boating and its surrounding activities encompasses known and unknown risks that could result in injury, loss, damage and death to myself, my property or to third parties.
2. I expressly agree and promise to accept and assume all of the risks, known or unknown, as a participant in the Arizona Dragon Boat Festival. My participation in this activity is voluntary and I elect to participate despite the risks. I further agree to assume the risk(s) of any medical or physical condition that I may have.
3. I agree that participation in the Arizona Dragon Boat Festival will be according to the guidance, instruction and/or rules of the AZDBA including wearing a personal flotation device (PFD) whenever I am on the water.
4. I agree that I also will use AZDBA dragon boats, paddles, PFD's and any other equipment provided or borrowed from the AZDBA at my own risk. I expressly acknowledge and agree that the AZDBA shall not be liable for any injury, loss, damage or death resulting from the use or suitability of said equipment.
5. I hereby voluntarily release, indemnify, hold harmless and forever discharge the AZDBA from all liability, actions, claims, demands from myself, my heirs, spouse, parents, estate, executors, administrators, assigns, personal representative for any loss, injury, damage, or death resulting from my participation in the Arizona Dragon Boat Festival and the use of any equipment.
6. I understand that I may be photographed by the AZDBA and I agree to allow my photo, video or film likeness and reproduction thereof made through any media to become the property of the AZDBA and used for any legitimate purpose by the AZDBA.
7. I agree that this Release, Agreement and Assumption of the Risk are governed by the laws of Arizona. If any part of this Release, Agreement and Assumption of the Risk is deemed void or unenforceable, the remaining portions shall remain in full force and effect.
8. I am competent to sign this Release, Agreement and Assumption of the Risk.

I HAVE CAREFULLY READ BOTH SIDES OF THIS FORM AND UNDERSTAND THE AGREEMENT AND ASSUMPTION OF THE RISK. BY SIGNING THIS, I UNDERSTAND THAT I AM WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

### PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by the AZDBA to participate in the Arizona Dragon Boat Festival 2009 and to use its equipment and facilities, I further agree to indemnify and hold harmless the AZDBA from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent/Guardian Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_