

**Waiver of Liability and Release** \_\_\_\_\_ I need to be placed on a team or My team is \_\_\_\_\_

The undersigned in consideration of: (i) permission to participate and join in practice, training, paddling, racing, team building sessions and related activities, including but not limited to, launching, docking and storing of dragon boats and related equipment (the "Sessions") held, run, organized and/or supervised by Dragonheart Vermont and/or 22Dragons; (ii) permission to enter the premises, waterways and grounds where the Sessions are held and known as Waterfront Park, Burlington, Vermont, the Community Sailing Center, Burlington Community Boathouse, and the Coast Guard station (the "Premises"); and (iii) the related services of Dragonheart Vermont, the receipt of said consideration being hereby acknowledged, I for myself and any minor children for whom I am a parent, legal guardian or otherwise responsible, and for my/our heirs, spouse, personal representatives or assigns (the "Releasing Parties") do hereby enter into this agreement in favor of Dragonheart Vermont and 22Dragons, the owners, lessees and operators of the Premises, Dragonheart Vermont, and each of their respective directors, members, shareholders, contractors, agents, representatives, officers, sponsors, licensees, servants, volunteers, employees and affiliates (collectively, the "Dragon Boat Parties").

1. **ACKNOWLEDGEMENT.** The Releasing Parties acknowledge that any of the Releasing Parties' participation in Dragon Boat Sessions is voluntary, and entails both known and unanticipated risks, which could result in physical or emotional injury, paralysis, DEATH, or damage to the Participants, to property, or to third parties. The Releasing Parties understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Some, but not all, of the risks of participating in the Sessions include: musculoskeletal injuries; exposure to harsh weather, lightning, variances and extremes of wind, weather and temperature, waves, and cold water; collision with other vessels or fixed objects; capsizing, sinking or other hazards, which result in wetness, injury, exposure to the elements, hypothermia and/or drowning, the presences of insects and marine life forms, equipment failure or operator error, heat or sun related injuries or illness, including sunburn, sunstroke or dehydration; and other risks and hazards. Furthermore, the Sessions' instructors and organizers have difficult jobs to perform and while safety is a top priority they are not infallible. Session's instructors and organizers may be unaware of participant's level of fitness or abilities, they might misjudge the weather, the elements, or the terrain, they may give inadequate warnings or instructions, and the equipment being used might malfunction. The Releasing Parties expressly agree and promise to accept and assume all of the risks existing in the Sessions, whether identified or not. The Releasing Parties are duly aware of the risks and hazards inherent in the Sessions. The Releasing Parties hereby give notice that the Releasing Parties that participate are competent swimmers, are in good physical condition and have no medical or physical conditions, which could interfere with the Releasing Parties' safety in the Sessions, or else that Releasing Parties are willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. The Releasing Parties certify that they have adequate insurance to cover any injury or damage the Releasing Parties may cause or suffer while participating, or else the Releasing Parties agree to bear the costs of such injury or damage themselves. The Releasing Parties expressly agree and voluntarily assume all hazards and all risks of loss, damage, or injury, including DEATH that may be sustained by the Releasing Parties or to any property arising out of or in connection with the Premises or the Sessions.
2. **RELEASE, WAIVER AND INDEMNIFICATION.** The Releasing Parties hereby voluntarily release, waive their right to sue, forever discharge, and agree to indemnify and hold harmless the Dragon Boat Parties from and against any and all liabilities, claims, injuries, losses, damages, expenses, demands, actions, and causes of action of whatsoever kind or nature arising out of or related to any such loss, damage, or injury, including DEATH, etc., that may be sustained by the Releasing Parties for whatever reason while so participating in the Sessions or upon the Premises whether as a result of negligence of any or all of the Dragon Boat Parties and/or for any other reason or cause. Should the Dragon Boat Parties be required to incur attorneys' fees and costs to enforce this agreement, the Releasing Parties agree to indemnify and hold them harmless for all such fees and costs.
3. **COMPLIANCE WITH RULES.** The Releasing Parties agree to follow all rules and instructions given in connection with the Sessions and properly wear, at all times, while participating in any sessions, an approved flotation device or life preserver/life jacket.
4. **PHOTO/VIDEOS.** The Releasing Parties agree that any photos or videos (electronic, film or digital) taken of the Releasing Parties or in which the Releasing Parties may appear may be used for any purpose, including publicity and commercial marketing and advertisement by the Dragon Boat Parties and this agreement evidences my consent to such use.
5. **JURISDICTION AND VENUE.** In the event that the Releasing Parties file a lawsuit against the Dragon Boat Parties, the Releasing parties agree to do so solely in the state or federal court having jurisdiction in Chittenden County, Vermont and agree to such venue. The Releasing Parties further agree that the laws of the State of Vermont shall apply in any such action without regard to the conflict of law rules of the State of Vermont. The Releasing Parties agree that if any portion of the agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
6. **AUTHORIZATION.** In signing the foregoing agreement, the Releasing Parties hereby acknowledge and represent that they have read the foregoing release, they understand it and agree to it voluntarily, that they are 18 years of age or older and are of sound mind, or being less than 18 years of age have co-signed with parent or guardian, as the case may be. The Releasing Parties hereby acknowledge and agree that if they are signing this agreement on behalf of any minor child for whom they are a parent, legal guardian or otherwise responsible, such child including its heirs, spouse, personal representatives or assigns shall be bound by this agreement.
7. **AGREE TO BE BOUND.** The Releasing Parties have had sufficient opportunity to read this entire agreement. The Releasing Parties have read and understood this agreement, and agree to be bound by its terms.

Full Name (Please Print) \_\_\_\_\_ Team Name \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Emergency Contact (Please Print) \_\_\_\_\_ Telephone # \_\_\_\_\_  
Email address \_\_\_\_\_ Shirt Size Preference (XS-XXL) \_\_\_\_\_

**Witness is required**

Name of Witness (Please Print) \_\_\_\_\_  
Signature of Witness \_\_\_\_\_ Date \_\_\_\_\_

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