



TEAM Name _____



RELEASE, WAIVER AND INDEMNITY AGREEMENT

**BY SIGNING THIS FORM YOU ARE WAIVING IMPORTANT LEGAL RIGHTS
PLEASE READ THIS FORM CAREFULLY**

1. This release, waiver and indemnity agreement covers my participation in any one or more of the following Dragon Boat Activities:
 - a) The Dragon Boat Festival on the Historic Henley at Henley Island
 - b) Dragon Boat practices at Henley Island and surrounding watercourses
 - c) Any other event involving Dragon Boat racing/practices/instruction in which the St. Catharines Museum is involved.
2. I acknowledge that participating in any of the above listed Activities involves risks, dangers and hazards, including but not limited to capsizing, collision and bad weather. I am aware I am risking personal injury, death, or damage to property, especially for Activities on or near water. I accept and assume all such risks.
3. I release the following Releasees and each of them:
 - a) Pan American Dragon Boat Association
 - b) The Corporation of the City of St. Catharines
 - c) The St. Catharines Museum, the St. Catharines Museum Advisory Committee and the Dragon Boat Festival Ad-Hoc Committee
 - d) The Canadian Henley Rowing Corporation, Wellspring Niagara Cancer Support Foundation, and the Wellspring Niagara Cancer Support Foundation Board of Directors
 - e) All participating food and beverage vendors
 - f) The directors, officers, employees, agents, independent contractors, and volunteers of a, b, c, d, and e above (all of whom are referred to as the Releasees in this agreement) from any and all liability, actions, causes of actions, claims and demands for damages, loss, or injury, howsoever arising, which I may suffer as a result of my participation in any of the above listed Activities, including all damage, loss and injury not now known or anticipated but which may arise in the future and all effects and consequences thereof, no matter how caused and whether caused by the negligence or gross negligence of any of the Releasees.
4. If someone sues me for negligence or alleged negligence, I agree not to claim contribution or indemnity from any of the Releasees. I release the Releasees from all liability that could arise from such a contribution or indemnity clause. I shall not make any claim or take any proceedings against any other person or corporation which might claim contribution or indemnity from the Releasees or any of them.
5. I agree to hold harmless and indemnify the Releasees and each of them in respect of any claims, liability or legal expenses that they incur arising directly or indirectly by reason of a claim brought by me against any person or entity for loss, damage, injury or expenses suffered by me. I agree to pay the Releasees for all liability, claims and legal expenses that each incurs in connection with the contribution and indemnity claim should I sue someone for damages.
6. I recognize and agree that I am not allowed to participate in any of the above listed Activities unless I sign this agreement, and therefore I am receiving a benefit in exchange for signing this agreement and it is binding on me. I agree that this agreement is also binding on my heirs, executors, administrators, legal representatives, and assigns.
7. I expressly agree that this agreement is to be governed by the laws of the Province of Ontario and is intended to be as broad and inclusive as permitted by the laws of the Province of Ontario, and that if it is determined any portion of this agreement is not enforceable or valid, the remaining portions shall, notwithstanding, remain in full legal force and effect.
8. I am not aware of any physical, medical or health condition that would interfere with my safe participation in the above listed Activities, and if any such condition should exist, I agree to notify the appropriate race authorities in advance and to refrain from participating.
9. I hereby state that I am eighteen years of age or older and have read and signed this release, waiver and indemnity agreement with my signature, or that I am sixteen years of age or older and have not reached eighteen years of age and my parent or legal guardian has signed this agreement on his or her behalf and on my behalf.
10. I have read carefully this agreement and fully understand its contents. I am aware that this is a release of liability, a waiver of claims and an indemnification, and I sign it voluntarily and of my own free will.

PRINT Name: _____ SIGNATURE: _____
(original signature required)

DATE: _____ Address: _____ City/Postal Code _____

Phone # _____ Email: _____

If you are under 18 years of age, a parent or legal guardian is required to read and sign this agreement.

Parent/Guardian Name: _____ Phone Number: _____