



## WAIVER AND RELEASE OF LIABILITY

*READ BEFORE SIGNING SIGNATURE PAGE*

**Event Name:** Saint Martin's University Dragon Boat Festival

**Event Date:** 4/28/2018

**In consideration of being allowed to participate in any way in Saint Martin's University Dragon Boat Festival, and related events and activities, and in the athletic sports program (collectively the "Event"), the undersigned acknowledges, appreciates and agrees that:**

I am aware of the risks and hazards inherent in the sport of dragon boat racing, and am aware that the risk of injury from such activities is significant and includes the potential for permanent paralysis and death. I am aware that, while particular rules, equipment, and personal discipline may reduce these risks, the risk of serious injury or death does exist and cannot be completely eliminated.

I knowingly and freely assume all risk, loss, damage, or injury, whether foreseen or unforeseen, including death, that may be sustained by me or by my property, as applicable, while engaged in the Event. I assume full responsibility for my participation in the Event, and I willingly agree to comply with the stated and customary terms and conditions for participation in the Event. If, however, I observe any unusual significant hazard during my presence or participation in the Event, I will remove myself from participation and bring such to the attention of the nearest official immediately.

In consideration of being allowed to participate in the Event, I, for myself and on behalf of my heirs, assigns, personal representatives, next of kin, executors, administrators, and agents, hereby voluntarily assume any and all risks associated with the Event and hereby waive, discharge, release, covenant not to sue, and hold harmless Saint Martin's University, and Kaikane USA, Inc., and their directors, officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the Event ("Releasees") for any and all liability, medical expenses, claims, causes of action or demands of any kind or nature whatsoever that may arise by or in connection with my participation in the Event, whether arising from the negligence of the Releasees or otherwise, and hereby agree to defend, indemnify, and hold harmless Releasees against any and all liability, claims, or causes of action arising out of, or in any way connected with my participation in the Event; provided, however, that this waiver of liability and indemnification does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct by Releasees. I further agree to assume complete responsibility for any property damage and/or personal injury caused by or in any way connected with my participation in the Event.

**I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT. I FULLY UNDERSTAND ITS TERMS, AND I UNDERSTAND THAT I, ON BEHALF OF MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND AGENTS HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AND I DO SO FREELY, VOLUNTARILY, AND WITHOUT INDUCEMENT. I UNDERSTAND THAT THIS WAIVER IS INTENDED TO BE AS BROAD AND AS INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF WASHINGTON, AND AGREE THAT IF ANY PORTION OF THIS WAIVER IS HELD INVALID, THE REMAINDER WILL CONTINUE IN FULL LEGAL FORCE AND EFFECT.**

*Please sign the Waiver and Release of Liability Signature Page.*

**FOR PARTICIPANT(S) UNDER AGE 18 AT THE TIME OF REGISTRATION**

I certify that I am the parent or legal guardian of the Crew Member whose name appears below across from my signature ("Child"). I have read the above warnings and dangers inherent in the sport of dragon boat racing and recognize that participating in the Event involves risk of serious injury or death.

In consideration of accepting my Child's registration in the Event, I, and my Child, personally assume all risk, whether foreseen or unforeseen, in connection with my Child's participation in the Event, and we hereby waive, discharge, release, covenant not to sue, and hold harmless Releasees for any and all liability, medical expenses, claims, causes of action or demands of any kind or nature whatsoever that may arise by or in connection with my Child's participation in the Event, whether arising from the negligence of the Releasees or otherwise. I, and my Child, further agree to defend, indemnify, and hold harmless Releasees against any and all liability, claims, or causes of action arising out of, or in any way connected with my Child's participation in the Event. I, and my Child, further agree to assume complete responsibility for any property damage and/or personal injury caused by or in any way connected with my Child's participation in the Event. Notwithstanding the foregoing, this waiver of liability and indemnification does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct by Releasees.

**I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT. I FULLY UNDERSTAND ITS TERMS, AND I UNDERSTAND THAT I, ON BEHALF OF MYSELF AND MY CHILD AND HIS/HER HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND AGENTS HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AND I DO SO FREELY, VOLUNTARILY, AND WITHOUT INDUCEMENT. I UNDERSTAND THAT THIS WAIVER IS INTENDED TO BE AS BROAD AND AS INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF WASHINGTON, AND AGREE THAT IF ANY PORTION OF THIS WAIVER IS HELD INVALID, THE REMAINDER WILL CONTINUE IN FULL LEGAL FORCE AND EFFECT.**

*Please sign the Waiver and Release of Liability Signature Page.*

## WAIVER AND RELEASE OF LIABILITY SIGNATURE PAGE

Name of Event: **SAINT MARTIN'S UNIVERSITY DRAGON BOAT FESTIVAL**

Date: **04/28/2018**

Name of Team: \_\_\_\_\_

Team Manager Name: \_\_\_\_\_

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

Contact Phone: \_\_\_\_\_

<b>Crew Member Name</b> (please print)  *See note below	<b>Email Address</b> (race day and practice information)	<b>Crew Member, or Crew Member's legal guardian, has read and agrees to the terms of the waiver</b>  <b>Signature of Crew Member</b> (If named Crew Member is under 18, signature of a parent or guardian)
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\*Dragon boats accommodate 20, and we suggest having 2-4 alternates.