

Steel City Dragon Boat Association, Inc., Waiver

Instructions

- 1.) Persons age 18 and over, complete PART A only.
- 2.) Persons under age 18 must sign PART A and have a parent or guardian sign PART B.

PART A – CONSENT AND RELEASE FROM LIABILITY

Activity, as used herein, shall include any organized, supervised, or authorized activities, on or off the water, in which a member or guest of Steel City Dragon Boat Association Inc., (SCDBA) or a subsidiary or an affiliate group may engage.

By participating in the paddle-sport and all related activities defined below, I agree to abide by in spirit and in practice the following conditions for participating from the onset to the conclusion of my active participation.

- 1.) I currently have no known physical or mental condition that would impair my capability for full participation as intended and expected of me. I am a competent swimmer.
- 2.) I understand and appreciate that participating in the paddle-sport and all related activities, despite all reasonable precautions implemented for my safety as a participant, carries a risk of serious injury, including death. I also understand and appreciate that controlling the risk is a responsibility that as a participant I must share. Consequently, unless I have expressed a particular safety concern to an appropriate, responsible person associated with this activity, by my continued participation, I voluntarily assume the risk of injury resulting from my participation.
- 3.) I hereby release and by this writing do for my heirs, executors, administrators, successors, and assigns release, discharge, and forever waive any cause of actions, suits, claims, and demands whatsoever, in law or in equity, which I may have or which my heirs, executors, administrators, successors, or assigns may hereafter have against the said SCDBA, their officers, directors, or advisors, any affiliate group, or any individual or entity holding legal title to any property or premises upon which organized activities are conducted (including but not limited to Fox Chapel Sea Ray, Inc., Fox Chapel Marina, Frie-Max Management, LLC), or any sanctioned event, excepting any causes of action or claims resulting from gross negligence or willful misconduct.
- 4.) I give consent for the SCDBA to provide medical/athletic training attentions, transportation, housing, meals, and emergency medical services as warranted. If I choose to obtain these attention and services from other than that provided, I accept full responsibility for such actions and their consequences.
- 5.) I agree to abide by the general rules of conduct prescribed for participation in this activity and for guests of the facility associated with this activity.
- 6.) I agree to assume financial responsibility for any health or other personal loss incurred while participating in this paddle-sport and all related activities that are not covered by my insurance and other insurance coverage that may be provided to all participants in these activities.
- 7.) SCDBA reserves the right to use, supply, disseminate, etc., photographs, taped footage, statements, and other likenesses to the press, television or other media as they see fit.
- 8.) I agree to abide by the SCDBA on-water safety protocol.

NAME _____ SIGNATURE _____ DATE _____

PART B PARENT/GUARDIAN CONSENT (if participant is under age 18)

I have been given the opportunity to explain to my son/daughter the aforementioned stipulated conditions and their ramifications, and I consent to his/her participation in this activity under the above stipulated conditions.

NAME _____ SIGNATURE _____ DATE _____



AMATEUR ATHLETIC WAIVER AND RELEASE OF LIABILITY
READ BEFORE SIGNING

CLUB NAME: Steel City Dragon-Boat Association, Inc.

CLUB TERM: 01/01/2016 -01/01/2017

In consideration of being allowed to participate in any way in the **UNITED STATES DRAGON BOAT FEDERATION, (USDBF) and it's affiliates** athletic sports program, related events and activities, the undersigned acknowledges, appreciates, and agrees that: The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and, **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or other and assume full responsibility for my participation; and, I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and, I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE AND HOLD HARMLESS** the **UNITED STATES DRAGON BOAT FEDERATION and Steel City Dragon-Boat Association, Inc. Frie-Max Management, LLC, Fox Chapel Yacht Club,** , their respective officers, directors, coaches, steerers, volunteers, officials, agents, and/or employees, other participants, municipalities, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct club & activities ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.** I am also aware that photographs taken during club activities may be posted to the club website, or social networking site and may be used for publicity purposes only by the club.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

_____ Date: _____
(Member Name – **Please Print**) (Member's Signature)

_____ Age: _____
Member's Address

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above, of all the Releases, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releases from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES,** to the fullest extent permitted by law.

X _____ Date
(Parent/Guardian Signature) (Emergency phone number)

Print Name: _____