



USER NAME: _____

BIRTHDATE: _____ / _____ / _____
M D Y

Waiver and Release of Liability

NOTE: This document must be read in its entirety and signed before use of equipment/facilities is permitted.

In consideration for being permitted to use the equipment and other training facilities including, but not limited to, the dragon boats [collectively the equipment and training facilities and dragon boats shall be referred to as "facilities"] owned and/or operated by *Avalon Dragon Boating*, the undersigned acknowledges, understands and agrees that:

Acknowledgement and Acceptance of Risk

1. Physical activity, particularly aerobic exercise, including the use of fitness equipment, is a potentially hazardous activity. The risk of any injury and/or death from the use of the facilities owned and/or operated by *Avalon Dragon Boating* exists, and no preplanning, rules or equipment can remove all the risk, and therefore in using the facilities owned and/or operated by *Avalon Dragon Boating*, I am subject to such risk of potential injury and/or death. I knowingly, willingly and voluntarily assume all such risks of injury, both known and unknown, regardless of severity of risk and/or injury, even if arising from the negligence of *Avalon Dragon Boating* or their agents and/or directors. I am voluntarily participating in these activities and using equipment and machinery with the knowledge of the dangers involved; and
2. I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease or infirmity or other illness that would prevent me from using the facilities of *Avalon Dragon Boating*. I acknowledge that I have either had a physical examination and have been given my physician's permission to participate, or that I have decided to participate in activity and/or use of equipment and machinery without the approval of my physician and do hereby assume all responsibility for my participation and activities, and utilization of equipment and machinery in my activities; and

Release of Liability

3. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin (collectively referred to as "I"), hereby release *Avalon Dragon Boating* and any of its agents and/or directors, together with the dragon boat designer and/or builder, from any and all responsibility or liability whatsoever with respect to disability, death, or any and all injury, loss or damage to person or property whether caused by the negligent act or omission of *Avalon Dragon Boating*, or any of its agents and/or directors, together with the dragon boat designer and/or builder; and
4. I hereby agree to indemnify and hold harmless *Avalon Dragon Boating* and any of its agents and/or directors, together with the dragon boat designer and/or builder, of any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to my use of the facilities; and

Photo Use Permission

5. I hereby give to *Avalon Dragon Boating* permission to use my photo, video, film, recording or likeness obtained at any function or event conducted with or in association with the *Avalon Dragon Boating* on their website and for any marketing material such as brochures, posters, videos and fliers; and

Waiver

6. I hereby waive all rights to file or prosecute any civil action against *Avalon Dragon Boating* and any of its agents and/or directors, together with the dragon boat designer and/or builder, for disability, death, or for any injury, loss or damage to person or property in any way related to or resulting from my use of the facilities.

I have read this agreement and fully understand the terms specified in items 1 through 6 listed above, and I am freely and voluntarily agreeing to such terms by signing below, thereby executing this agreement at the city or town of _____, in the Province of Newfoundland and Labrador, on this _____ day of _____, 20____.

In the event of illness or injury while at the facilities of *Avalon Dragon Boating*, I do hereby consent to and permit emergency treatment.

User Signature _____

User Name (Please Print) _____

Street Address _____

City/Town _____ Province _____ Postal Code _____

Home Telephone Number _____

Work Telephone Number _____

Email address _____

IN EVENT OF EMERGENCY NOTIFY:

Name _____ Telephone Number _____

PARENTS/GUARDIANS NOTE: For Above Participants Who Are Not 19 Years Of Age

This is to certify that I, as parent/guardian with legal responsibility for the above-noted participant, and for myself, my heirs, assigns and next of kin, hereby consent and voluntarily agree to all terms and conditions set forth in the above agreement with respect to my minor child's use of the facilities and any and all liabilities resulting from this use, by signing below.

Signature _____

Name (please print) _____

Date _____