

DECLARATION AND WAIVER OF LIABILITY

Certification and Declaration. Participant hereby certifies and declares that s/he is physically fit, in good health, and has the athletic ability to participate in dragonboat and/or outrigger canoe training and competition with the Raleigh Dragon Boat Club, Inc. (RDBC). Participant understands and agrees that s/he will abide by all safety rules stated by the RDBC including, but not limited to, wearing a personal floatation device.

Release and Waiver. Participant does hereby release, forever discharge and hold harmless RDBC, its Officers, Executive Committee members, Club Members, sponsors, promoters, supporters and all other contributors, its heirs, successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, whether caused by the negligence of RDBC or some other person or entity, including with respect to any bodily injury, personal injury, illness, death, or property damage that Participant has suffered or may hereafter suffer as a result of participation.

Medical Treatment. Participant understands that RDBC has not and will not assume any responsibility for or obligation to provide financial or other assistance, including medical, health, life, disability or other insurance in the event of Participant's bodily injury, personal, illness, death or property damage.

Assumption of the Risk. Participant understands that participation in dragonboat and/or outrigger training and competition includes activities that may be hazardous to the Participant, especially as the sport takes place on the water. Participant hereby expressly and specifically assumes the risk of injury or harm in participating in dragonboat and/or outrigger training and competition.

Insurance. Participant understands that RDBC does not carry or maintain health, medical, or disability insurance for any Participant. In that regard, **Participant is expected and encouraged and has been advised to obtain his or her own insurance coverage.**

Photographic Release. Participant does hereby grant and convey unto RDBC all rights, title, interest in and permission to use, for any lawful purpose, any and all photographic images and video or audio recordings made by RDBC during the Participant's activities with RDBC.

Other. Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of North Carolina and that this Release shall be governed by and interpreted in accordance with the laws of the State of North Carolina. Participant agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

Print Participant Name

Signature of Participant

Date

Print Parent/Legal Guardian Name

Signature of Parent/Legal Guardian
(If the Participant is under the age of 18 years old)

Date