

**PARTICIPATION AGREEMENT, RELEASE,
AND ASSUMPTION OF RISK AGREEMENT**

In consideration of Paddling for Cancer Awareness, Inc. (DBA Derby City Dragons) Dragon Boat Racing Team, their board members, agents, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (herein after collectively referred to as DCD); and their board members, agents, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf; and participants, teams, organizers of any Dragon Boating event/festival and/or public event in which I may participate on behalf of the above named, I hereby agree to release, indemnify, and discharge DCD, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative, and estate as follows:

1. I acknowledge that my participation in Dragon Boat racing entails known and unanticipated risks that could result in physical, mental, or emotional injury, paralysis, death, or damage to me, to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity.

These risks may include, but are not limited to, among other things: boat capsize; tidal conditions and currents; collision with objects or other watercraft; prolonged exposure to cold water; hypothermia; accidental drowning; exposure to sun, heat, strong wind, cold, storms, waves, lightening; illness in remote areas; aggressive and/or poisonous marine life; wrist, arm shoulder, and/or back injuries; slips, trips and falls; and rapidly changing adverse weather and water conditions.

Furthermore, I acknowledge that the Team Board Members, Captains, Coaches, other members, and Team and Event organizers and volunteers, have difficult jobs to perform. While seeking to safely conduct meets, races, practices and exercise programs, they are not infallible and cannot anticipate all circumstances which may adversely affect such meets, races, practices and exercise programs; and that such circumstances may adversely affect me. Such circumstances may include, but are not limited to: lack of awareness of participant(s) fitness or abilities; misjudging of weather or other environmental conditions; issuance of incomplete warnings, directions, instructions; malfunctioning of equipment used; actions instigated by other participants.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in dragon boat practice, dragon boat racing, and associated activities in spite of and with knowledge of said risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless, DCD, P4CA, all board members, coaches, captains, other team members, and volunteers associated with DCD and dragon boat racing, practice and events, public event participation from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of the equipment or facilities associated with the activity, including any such claims which allege negligent acts or omissions of DCD.
4. Should any DCD board member, registered team member, associate, or volunteer or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition, current or future, I may have.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Paddling for Cancer Awareness, Inc. (DBA Derby City Dragons), and Dragon Boat event organizers/festivals/races/and other participants on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have understood it and agree to be bound by its terms.

Participant Signature

Date

Printed Name

Phone Number

Address

City, State, Zip code

Emergency Contact

Phone Number

Proof of Medical or Health Insurance/coverage:

Insurance Company

Plan/group Number

Member Number

Participation on the Derby City Dragon team involves strenuous physical activity. Do you have or have you had any past or present physical or medical issues that need to be considered before participation in such an activity. If yes, please describe.

Parent or Guardian Additional Indemnification
(must be completed for participants under the age of 18)

In consideration of _____(print name of minor)
(hereafter know as "Minor") being permitted by Paddling for Cancer Awareness, Inc.
(DBA Derby City Dragons) to participate in its activities and to use its equipment and
facilities, I further agree to indemnify and hold harmless DCD, the DCD Board, registered
team members, associates, or volunteers or anyone acting on their behalf, from any and
all claims which are brought by, or on the behalf of, Minor, and which are in any way
connected with such use or participation by the above named Minor.

Signature of Parent or Legal Guardian

Date

Printed Name of Parent or Legal Guardian

Participation on the Derby City Dragon team involves strenuous physical activity. Do you have or have you had any past or present physical or medical issues that need to be considered before participation in such an activity. If yes, please describe.
