

Participants MUST sign in-person a printed copy during packet pick-up:

WAIVER FORM

IN CONSIDERATION of being given the opportunity to participate in the 2018 Battle On The Bay ("Boat Event") I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of paddling activities, both on the water and land based and that I am qualified, in good health, and in proper physical condition to participate in such Boat Event. Upon registration, I assure myself that the area is safe for stand up paddling or dragon boating and further agree that I will not paddle in the contest unless I am satisfied that the area and conditions are safe for stand up paddling / dragon boating purposes.

2. FULLY UNDERSTAND that:

- (a) paddling activities and entering the premises used for the purpose of launching, docking and storing equipment used in the sport of stand up paddling or dragon boating, and specifically in the Boat Event and the practice sessions held at said premises and participating in the said event INVOLVE RISKS AND DANGERS of serious bodily injury, including permanent disability, paralysis, and death ("risks");
- (b) these risks may be caused by my own actions, or inactions, or the actions of others participating in the Boat Event, the condition in which the Boat Event takes place, or the negligence of the "releasees" named below;
- (c) there may be other risks and social and economic losses either not known to me or not foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Boat Event; and
- (d) my participation in the Boat Event is my consent to having my picture and likeness taken and used for Boat Event materials.

3. AGREE AND WARRANT that I will examine and inspect each Boat Event in which I take part and that, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Boat Event and will refuse to take part in the Boat Event until the condition has been corrected to my satisfaction.

4. AGREE TO PROPERLY WEAR, at all times while participating in the Boat Event, including any water practice sessions arranged through Boat Event, a **US Coast Guard Type III** approved personal flotation device or life preserver / life jacket. Such personal flotation device / life preserver / life jacket shall be in good & serviceable condition.

5. HEREBY RELEASE, discharge, and covenant not to sue the Boat Event, Battle On The Bay, Island Paddle LLC, Houston Heat Dragon Boat Club, Texas Paddle Racing Series, City of Galveston, Galveston Beach Patrol, Galveston Parks Board, Moody Gardens, any and all sponsors, co-sponsors, advertisers, volunteers, named or not, members, agents, administrators, directors, officers, employees, other participants, any officials connected with this event and competition, Boat Event organizers, and, if applicable, owners and lessors of premises on which the Boat Event take place (each considered one of the releasees herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against any of the releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the releasees from any litigation expenses, attorney fees, loss liability, damage, or cost which may incur as a the result of such a claim.

6. Photography / Recording Release: AUTHORIZE AND CONSENT that Battle On They Bay and their administrators, directors, agents, officers, volunteers and employees, and other participants, organizers, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Boat Event take place shall have the absolute right to copyright, publish, use, sell or assign any and all photographic portraits or pictures, television spots, movie films, videotapes, sound recordings, or any part thereof, have taken or made, perpetually, exclusively, and for all media throughout the world including print, home video, CD-ROM, internet and any other electronic medium presently in existence or invented in the future with the right to use and incorporate, alone or together, with other materials for the purpose of publicizing Battle On The Bay, Stand Up Paddling or Dragon Boating programs or for any other lawful purpose. In addition, I waive any right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. I hereby hold harmless and release and forever discharge Battle On the Bay, Island Paddle LLC, or Houston Heat Dragon Boat Club from all claims, demands, and causes of action which I, my child, our heirs, representatives, executors, administrators, or any other persons acting on our behalf or on behalf of our estate, may have by reason of this authorization.

7. I will abide by all competition rules; I will not enter the competition area unless competing and I will not demonstrate any unsportsmanlike conduct. Any violations of the above will cause disqualification.

8. Acts of God: races will go on rain or shine unless the presence of lightning shall arise; or any decision calls made by Galveston Lifeguard's chief or Battle On The Bay safety team, therefore, the race event will be delayed until deemed safe by the race director(s) or worst case scenario, cancelled.

In signing the foregoing waiver and release I hereby acknowledge and represent that I am 18 years of age or older and of sound mind, that I fully understand its terms, that I have given up substantial rights by signing it and have signed it freely and without any induction or assurance of any nature and intend it to be a complete and unconditional release of all liability and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force.

FOR PARTICIPANTS UNDER AGE 18 AT THE TIME OF REGISTRATION: My Signature certifies that I, as parent/guardian with legal responsibility for this participant's, 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 Releasees 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.

Print Name of Participant under 18

Signature of Parent/Guardian

Date