



2019 Individual Waiver, Release of Liability & Assumption of Risk

(To be signed by individual participant age 18 years or older)

In consideration of being allowed to participate in activities and events at the Colorado Dragon Boat Festival, I hereby voluntarily agree to release, waive, indemnify, hold harmless, forever discharge and covenant not to sue or make claims against Dragon 5280, the Dragon 5280 Board of Directors, the Colorado Dragon Boat Festival, and its agents, representatives, organizers, officers, participants, employees, instructors, trainers, coaches, sterns, volunteers, sponsors, advisors, and advertisers, the City and County of Denver, the City of Westminster, the City of Wheat Ridge, and any and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "CDBF") from any and all liability, actions, claims and/or demands on behalf of myself, my heirs, spouse, parents, estate, executors, administrators, assigns, and personal representatives for any loss, injury, damage, or death resulting, directly or indirectly, from my participation in dragon boating and/or other CDBF activities and the use of any related equipment. I further agree as follows:

1. I understand and agree that prior to participation in any CDBF activities, I will inspect the facilities and equipment to be used and, if I believe anything is unsafe, I will notify appropriate CDBF personnel of such condition(s). I also agree not to participate until any such unsafe condition(s) is/are corrected.
2. I acknowledge and fully understand that my participation in dragon boating and/or other CDBF activities, some of which are conducted in and around a body or bodies of water, involve inherent risks that could result in injury, including but not limited to permanent disability, death, loss of property (including property damage or theft), and/or severe social and economic losses to myself and/or to third parties, and that these might result from my actions, inactions, the actions and negligence of others, the rules of play, temperature, weather, condition of participants, lack of hydration, or the condition of the premises or of any equipment used; and further, that there may be other risks unknown to me or CDBF or reasonably foreseeable at this time.
3. I attest that I do not have any medical condition(s) that should prevent me from participating in any CDBF activity.
4. I expressly agree and promise to accept and assume all of the risks, known or unknown, as a participant in dragon boating and other CDBF activities, including but not limited to my participation in the Colorado Dragon Boat Festival. My participation in these activities is voluntary, I fully understand the inherent risks involved, and I elect to participate in these activities despite the risks involved. I further agree to assume the risk(s) attributable to any medical or physical condition that I may have, whether known or unknown.
5. I agree that my participation in dragon boating and/or other CDBF activities will be in accordance with the guidance, instruction and/or rules of CDBF. I assume responsibility for being fully informed of all safety rules and agree that I will abide by all such rules, including wearing a suitable personal flotation device (PFD) whenever I am on the water. I further agree that I will use CDBF dragon boats, paddles, PFDs and any other equipment provided or borrowed from CDBF (or their contractors) at my own risk. I expressly acknowledge and agree that CDBF and its contractors shall not be liable for any injury, loss, damage or death resulting from the use or suitability of any such equipment.
6. In case of illness or accident, I grant permission for emergency treatment to be administered to me. I understand and agree that I will assume full responsibility for any such action, including payment of costs.
7. I understand that at any CDBF activity, I may be photographed by CDBF. I agree to allow my photo, video or any other digital/film likeness and/or reproduction thereof, made through any media, to become the property of CDBF and to be used for any legitimate purpose by CDBF.
8. I agree that this Waiver, Release of Liability & Assumption of Risk is governed by the laws of the State of Colorado and shall be construed broadly to provide a release and waiver to the maximum extent permissible under the law. If any portion of this Waiver, Release of Liability & Assumption of Risk is deemed void or unenforceable, the remaining portions shall remain in full force and effect.
9. I am at least 18 years of age and am competent to sign this Waiver, Release of Liability & Assumption of Risk.

**I HAVE CAREFULLY READ AND UNDERSTAND THIS WAIVER, RELEASE OF LIABILITY & ASSUMPTION OF RISK.
BY SIGNING THIS, I UNDERSTAND THAT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

Print Last Name	First Name	Gender	Age	Phone
Address (Street, City, Zip)				
Team Name				
Signature: _____ Date: _____				