**TREASURE COAST DRAGON BOATS - PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK**

In consideration of the services of TREASURE COAST DRAGON BOATS (TCDB), and MIAMI DRAGON SLAYERS (MDS), their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "TCDB, MDS, OR ANY OWNER OR OWNER OF A DRAGON BOAT”, I hereby agree to release indemnify, and discharge TCDB, OR ANY OWNER OR MEMBER OF A DRAGON BOAT, 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 paddling entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to me, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I am responsible for my own safety and will supply my own equipment, including PFD (Personal Flotation Device a/k/a Life Vest), or ask that one be supplied to me if I do not have one, which I know is to be worn at all times while Dragon Boating. This risk includes, among other things: musculoskeletal injuries; exposure to harsh weather, wind, waves, and cold water; collision with other vessels or fixed objects; and accidental drowning.

Furthermore, the TCDB & MDS, OR ANY OWNER OR MEMBER OF A DRAGON BOAT, instructors and organizers have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's level of fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

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 spite of the risks. I am responsible for my own safety and it is my responsibility to wear a PFD (Personal Flotation Device a/k/a Life Vest) at all times.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the TCDB & MDS, OR ANY OWNER OR MEMBER OF A DRAGON BOAT, 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 equipment or facilities, including any such claims which allege negligent acts or omissions of any of them.

4. I hereby authorize the publishing of my name and the taking and use of photographs, videotapes and/or digital likeness of me, and any other media, in connection with my participation with Dragon Boat Racing. I waive any right that I may have to inspect and/or approve the finished photographs or printed or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to me or unknown. I further release TCDB & MDS, and all persons acting on their behalf from any and all liability which could result from publication of the information or image, including without limitation, any claims for invasion of privacy. I further waive any right to royalties or other compensation arising from, or related to, the use of the photograph, videotape or digital likeness.

4. Should TCDB and MDS, OR ANY OWNER OR MEMBER OF A DRAGON BOAT, 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 have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume - and bear the cost of - all risks that may be created, directly or indirectly, by any such condition.

6. In the event that I file a lawsuit against TCDB, OR ANY OWNER OR MEMBER OF A DRAGON BOAT, I agree to do so solely in the State of Florida, and I further agree that the substantive law of that State shall apply in that action without regard to the conflict of law rules of that state. 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 TCDB, and MDS, OR ANY OWNER OR MEMBER OF A DRAGON BOAT, 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 read and understood it, and agree to be bound by its terms.**

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**Signature of Participant Print** **Name**

**Email Address**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Team Name**: THE MIAMI DRAGON SLAYERS

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_**