



2011 Youth Individual Waiver, Release of Liability, & Assumption of Risk



(To be signed by participant's parent or guardian)

In consideration of permitting my child or ward to participate in activities and events of the Colorado Dragon Boat Festival (CDBF) and/or Dragonboat Racing Association of Colorado (DRACO), the undersigned, as a parent or guardian of said participating child or ward, agrees to release, waive, indemnify, hold harmless, and forever discharge and covenant not to sue or make claims against CDBF and/or DRACO, their board members and organizers, officers, agents, trainers, coaches, sterns, participants, employees, volunteers, sponsoring agencies, advisors, 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/DRACO") from any liability, actions, claims and/or demands on behalf of myself, my heirs, spouse, parents, estate, executors, administrators, assigns, & personal representatives for any loss, injury, damage, or death resulting, directly or indirectly, from my participation in dragon boating and/or other CDBF/DRACO activities and the use of any related equipment. I further agree, as a parent or guardian of said participating child, as follows:

1. I understand that prior to participation in any CDBF/DRACO activities, I may inspect the facilities and equipment to be used and, if I believe anything is unsafe, I will notify appropriate CDBF/DRACO personnel of such condition(s). I also agree not to allow my child or ward to participate until any such unsafe condition(s) is/are corrected.
2. I acknowledge and fully understand that dragon boating and/or other CDBF/DRACO activities, some of which are conducted in and around a body or bodies of water, involve inherent risks that could result in serious injury, including permanent disability and death of my child or ward, and/or severe social and economic losses to my property and/or third parties, and that these might result from my child or ward's actions, inactions, the negligence of others, the rules of play, or the condition of the premises or of any equipment used; and further, that there may be other risks not known to me or reasonably foreseeable at this time.
3. On behalf of my child or ward, I accept and assume all foreseeable and unforeseeable risks involved in dragon boating and other CDBF/DRACO activities. My child's or ward's participation in these activities is voluntary, and I elect to allow his/her participation despite the inherent risks involved. I further agree to assume the risk(s) attributable to any medical or physical condition that my child or ward may have.
4. On behalf of my child or ward, I agree that his/her participation in dragon boating and/or other CDBF/DRACO activities will be in accordance with the guidance, instruction and/or rules of CDBF/DRACO. I assume responsibility for being fully informed of all safety rules, and will ensure that my child or ward will abide by all such rules, including wearing a suitable personal flotation device (PFD) whenever he/she is on the water. I further agree that my child or ward will use CDBF/DRACO dragon boats, paddles, PFDs and any other equipment provided or borrowed from CDBF/DRACO (or their contractors) at his/her own risk. On behalf of my child or ward, I expressly acknowledge and agree that CDBF/DRACO and its contractors shall not be liable for any injury, loss, damage or death resulting from the use or suitability of any such equipment.
5. I understand that at any CDBF/DRACO activity, my child or ward may be photographed by CDBF/DRACO. I agree to allow his/her photo, video or other digital/film likeness and/or reproduction thereof, made through any media, to become the property of CDBF/DRACO and to be used for any legitimate purpose thereby.
6. I agree that this Waiver, Release of Liability, & Assumption of Risk is governed by the laws of the State of Colorado. 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.
7. I attest that my child or ward is between the ages of 13 and 17 as of July 30, 2010.

Print Last Name of child or ward participating	First Name as it appears on roster	Age	Gender	Phone
Print Name of parent or guardian			Check if parent	Check if guardian
Address (Street City Zip)				
Team Name				
I HAVE READ AND UNDERSTAND THIS WAIVER AND RELEASE FORM.				
Signature of parent or guardian:			Date:	