

Liabilities and Risks

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

This is a release of liability, waiver of claims, assumption of risks and indemnity agreement. By signing this agreement you are agreeing to waive particular legal rights with respect to bringing any legal action against the The New Liskeard Lions Club or The Wabi River Kayak Challenge Steering Committee, as a result of any personal injury, property damage or otherwise.

PLEASE READ THIS LEGAL DOCUMENT CAREFULLY

Declaration of Good Health

I am in good health. I have not recently been treated for, nor am I aware of any condition that would jeopardize my health or prevent my full participation while participating in the Wabi River Kayak Challenge and other festival activities. I agree that in the case of an emergency, the festival coordinator or his/her delegate has my permission to obtain appropriate medical treatment for me, if I am not in a condition to make such a decision myself.

Knowledge of Inherent Risk

I am aware that participating in the activities offered by or associated with The Wabi River Kayak Challenge exposes me to **inherent risks, dangers and hazards** including but not limited to: hazards associated with paddling such as injury or aggravation of pre-existing conditions; hazards associated with flat and moving water such as collision with rocks or debris, cold water immersion or drowning; hazards associated with other participants including collision or negligence. By engaging in any activities offered by or associated with The Wabi River Kayak Challenge I freely accept and fully assume all inherent danger and hazards and the possibility of personal injury, death, property damage or loss resulting there from.

Release of Liability

I agree TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against The New Lions Club or the Wabi River Kayak Challenge Steering Committee. In addition, I agree TO RELEASE The New Lions Club and the Wabi River Kayak Challenge Steering Committee from any and all liability for any loss, damage, injury or expense that I may suffer or that my next of kin may suffer as a result of my participation in activities offered by or associated with The Wabi River Kayak Challenge due to any cause whatsoever, including negligence, breach of contract, breach of any statutory duty of care on the part of The New Lions Club or the Wabi River Kayak Challenge Steering Committee.

Photo and Video Consent

I am aware that my participation in any activities related to The Wabi River Kayak Challenge may be photographed and/or filmed by The New Liskeard Lions Club or The Wabi River kayak Challenge Steering Committee, or by a third party.

I consent to the publication of photos and/or video and or/audio of myself with no compensation for such use, to be used in marketing and promotional publications for the The New Lions Club and/or The Wabi River kayak Challenge Steering Committee, or any other association who has been given permission by the aforementioned organizations.

I have read and understood the Agreement prior to signing it. I am aware that by signing this Agreement I am waiving certain legal rights, which I or my heirs, next of kin, executors, administrators, and assigns may have against The New Lions Club and/or The Wabi River kayak Challenge Steering Committee. I agree to HOLD HARMLESS AND INDEMNIFY the New Liskeard Lions Club and the Wabi River Kayak Challenge Steering Committee from any and all liability for any property damage or personal injury that I may sustain. I am of sound mind and am signing this waiver of free will, without any duress.

NOTE: All liability waivers must be witnessed by a member of the New Liskeard Lions Club.

Signed: _____ Date: _____

Witness: _____