



Waiver Release and Covenant Not to Sue



READ CAREFULLY BEFORE SIGNING

This waiver must be signed before participation in any practice or race sponsored by Salem Multicultural Institute and The World Beat Festival is allowed.

By signing on the attached "Participant Waiver and Release of Liability Signature Page", I hereby certify and declare that I am a participant in a paddling program that provides practices and competition in watercraft owned or rented by Salem Multicultural Institute. In consideration for the privilege of using the watercraft for paddling activities, I, on behalf of myself, my heirs, executors, and assigns, hereby release and waive all claims, damages, demands, actions, causes of action, costs and expenses, of every nature, which I may possess currently or in the future against Salem Multicultural Institute, the World Beat Festival, DragonSports USA, Portland Rose Festival Association, and the representatives, successors, assigns, insurers, officers, agents, attorneys, sponsors, employees, and volunteers of the aforementioned parties (hereinafter "Released Parties"), that may result from injury (or death) to me or my property in any way arising out of or relating to: (1) my presence and participation in any water activities; (2) any and all acts or omissions of the Released Parties; and (3) any personal property belonging to the Released Parties. **I specifically agree to release and waive, without limitation, all claims, damages, demands, actions, causes of action, and costs and expenses that result from the sole negligence of the Released Parties.**

I hereby agree to indemnify and hold harmless Salem Multicultural Institute, the World Beat Festival, and the representatives, successors, assigns, insurers, officers, agents, attorneys, employees, and volunteers of the aforementioned parties (hereinafter "Indemnified Parties"), from all claims, damages, demands, actions, causes of action, costs and expenses, of every nature, including without limitation litigation costs and attorney fees in any forum including appeal, resulting from injury (or death) to me or my property or to any third parties (including but not limited to my children) in any way arising out of or relating to: (1) my presence and participation in any water activities; (2) my property; (3) any and all acts or omissions of the Indemnified Parties; and (4) any personal property belonging to the Indemnified Parties. **I specifically agree to hold harmless and indemnify, without limitation, the Indemnified Parties from all claims, damages, demands, actions, causes of action, and costs and expenses that result from their sole negligence.**

I declare that I am aware of the contemplated activities and potential risks and hazards therewith. I authorize the sponsors, owners, officers, and employees who may be in charge to direct and control my activities when required for participation. I authorize the person or persons in charge to secure any necessary emergency medical services for myself, agree to pay for such services, and to hold the sponsors, and each of them, and their officers, agents, and employees harmless from any claims thereto.

This agreement contains the parties' entire agreement and no modification is binding unless in writing and signed by both parties. **I HEREBY ACKNOWLEDGE READING AND SIGNING THIS AGREEMENT.**

FOR PARTICIPANT UNDER AGE 18 AT THE TIME OF REGISTRATION

I/we, as parent(s) or guardian(s) of the minor(s), do hereby, for my child/children, myself, my heirs, executors and administrators, release and forever discharge and hold harmless [nonprofit] and all officers, directors, employees, agents and volunteers of the organization, acting officially or otherwise, from any and all claims, demands, actions or causes of action which in any way arise from the minor's participation and/or my participation in the above noted event.

By signing the **Participant Waiver Release and Covenant Not to Sue Signature Page**, I acknowledge that I have carefully read this document and understand the information therein. I agree to each of the terms and acknowledgments above, and agree to permit my child to participate in the activity described above.

PARTICIPANT WAIVER AND RELEASE OF LIABILITY SIGNATURE PAGE

Name of Event: 2012 World Beat Dragon Boat Race

Date: July 1, 2012

Name of Team:

Team Manager Name:

Contact Phone:

Address:

My signature below certifies that I have both read and received a copy of the "Participant Waiver and Release of Liability" for this event and fully understand its terms.

CREW MEMBER NAME (please print)	SIGNATURE (If named person is under 18, check the box to the right and parent/guardian must sign and print name)	
Team Manager:		
Caller:		
Tiller:		
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