WAIVER OF CLAIM AND INDEMNITY FORM

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BY SIGNING THIS FORM YOU ARE WAIVING IMPORTANT LEGAL RIGHTS. PLEASE READ THIS FORM CAREFULLY.

1. This Waiver covers my participation in any one or more of the following dragon boat activities:

1. Dragon boat practices and instruction throughout the 2017 season;
2. Any event involving dragon boat racing/practices/instruction if the Rotary Club of Woodstock and/or Woodstock Dragon Boat Club is involved or if you are using equipment provide by the same;
3. Participation in any Dragon Boat activity on land, premises or water under the jurisdiction of The Upper Thames River Conservation Authority.

2. Participating in any of the above listed Activities involves risks, dangers and hazards. For example, a boat could capsize or boats could collide in good or bad weather**. I am aware that by participating in any of the above Activities I am risking personal injury, death, or damage to property. I accept and assume those risks**.

1. I release the following entities and people

(a) Rotary Club of Woodstock;

(b) The City of Woodstock;

(c) The Upper Thames River Conservation Authority;

(d) The Woodstock Dragon Boat Club;

(d) The directors, officers, employees, agents, independent contractors and volunteers of (a), (b), (c) and (d) above, all of whom are referred to as the Releases in this Waiver Form) from any and all liability for any loss, damage, injury or expenses that I may suffer as a result of my participation in any of the Activities listed above, no matter how caused, including if caused by the negligence or gross negligence of any of the Releases.

4. If someone sues me for negligence or alleged negligence, I agree not to claim contribution or indemnity from any of the Releases. I release the Releases from all liability that could arise from such a contribution or indemnity claim.

5. I agree to hold harmless and indemnify the Releases in respect of any claims, liability or legal expenses that they incur arising directly or indirectly by reason of a claim brought by me against any person or entity for loss, damage, injury or expenses suffered by me. For example, if I sue someone for negligence, and that person in turn claims contribution or indemnity from any of the Releases, then I am agreeing to pay that Release the amount of all liability claims and legal expenses that it incurs in connection with the contribution and indemnity claim.

1. I confirm that I have attained the age of 18 years. **If I am not 18 years of age then I have so indicated by having my parent or legal guardian sign below. Should I (or my parents or legal guardians) attempt to sue any of the Releases then my parent or legal guardian, by placing his or her signature below, agrees to assume on my behalf, and to be bound by, along with me, all of the terms and conditions of this release.**
2. I recognize and agree that I am not allowed to participate in any of the above listed Activities unless I sign this Waiver, and therefore I am receiving a benefit in exchange for signing this Waiver and it is binding on me. I agree that this Waiver is also binding on my heirs, executors, administrators and legal representatives.

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address:\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact in case of emergency: Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Signature Date **Signature of Parent or Guardian (if under 18)**

### This form to be submitted prior to Paddling