

Adult Individual Waiver, Release of Liability, & Assumption of Risk

(To be signed by individual participant)



In consideration of being allowed to participate in activities and events of the Phantom Dragons / Pink Phantoms race teams (PD) and/or Dragonboat Racing Association of Colorado (DRACO), the undersigned hereby voluntarily agrees to release, waive, indemnify, hold harmless, and forever discharge and covenant not to sue or make claims against PD 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 Arvada, 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 "PD/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 PD/DRACO activities and the use of any related equipment. I further agree as follows:

- 1. I understand that prior to participation in any PD/DRACO activities, I will inspect the facilities and equipment to be used and, if I believe anything is unsafe, I will notify appropriate PD/DRACO personnel of such condition(s). I also agree not to participate until any such unsafe condition(s) is/are corrected.
- 2. I acknowledge and fully understand that dragon boating and/or other PD/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, and/or severe social and economic losses to myself, my property and/or third parties, and that these might result from my 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. I expressly agree and promise to accept and assume all foreseeable and unforeseeable risks involved in dragon boating and other PD/DRACO activities. My participation in these activities is voluntary, and I elect to participate in the dragon boating and other PD/DRACO activities and fully understand the inherit risks involved. I further agree to assume the risk(s) attributable to any medical or physical condition that I may have.
- 4. I agree that my participation in dragon boating and/or other PD/DRACO activities will be in accordance with the guidance, instruction and/or rules of PD/DRACO. I assume responsibility for being fully informed of all safety rules and agree that I, and the rest of my team, will abide by all such rules, including wearing a suitable personal flotation device (PFD) whenever I am on the water. I further agree that I will use PD/DRACO dragon boats, paddles, PFDs and any other equipment provided or borrowed from PD/DRACO (or their contractors) at my own risk. I expressly acknowledge and agree that PD/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 PD/DRACO activity, I may be photographed by PD/DRACO. I agree to allow my photo, video or other digital/film likeness and/or reproduction thereof, made through any media, to become the property of PD/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.

Print Last Name	First Name	Gender	Phone
Address (Street City Zip)			
Team Name		EMail	
I HAVE READ AND UNDERSTAND THIS WAIVER AND RELEASE FORM and am at least 18 years of age.			
Signature:		Date:	