

ANOTHER DAM RACE

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70POINT8 (John Burns)

thereafter referred to as ADR

Participant Agreement, Release and Assumption of Risk

In consideration of the services of ADR, their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity of their behalf I hereby agree to release, indemnify and discharge ADR, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in the PADDLE RACE entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: boat capsizes; tidal conditions and currents; travel in remote areas; collision with objects or other watercraft; prolonged exposure to cold water, hypothermia, accidental drowning; illness in remote areas; exposure to sun, strong wind, cold, storms, large waves, eddies and whirlpools, and lightning; aggressive and/or poisonous marine life; wrist, arm,

shoulder and/or back injuries; slips and falls while getting on and off paddleboard, canoe, kayak, or other watercraft (thereafter referred to as “vessel”); the launching and loading of vessel, process; and rapidly changing adverse weather and water conditions.

I understand and I am aware that strength, flexibility, and aerobic exercise, including the use of equipment, is a potentially hazardous activity. I also understand that fitness activities involve risk of injury and death. I am voluntarily participating in these activities and using equipment and machines with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death.

Furthermore, ADR organizers have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant’s fitness or abilities. They might misjudge the weather, the elements or the terrain. They may give inadequate warnings or instructions and the equipment being used might malfunction.

- 2.** I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.
- 3.** I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless ADR from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of ADR equipment or facilities.
- 4.** Should ADR or anyone acting on their behalf, be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- 5.** I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I

further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against ADR, I agree to do so solely in the state of Arizona, and I further agree that the substantive law of the state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
7. I do hereby declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation or use of equipment or machinery. I do hereby acknowledge that I have been informed the need for a physician approval if returning from illness or physical impairment.
8. Participants agree to follow all US Coast Guard Rules including the use of a PFD.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against ADR on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this document. I have read and understood it, and I agree to be bound by its terms.

Date:

Participant:

Signature of

Print Name:

Address:

Street

City

State/Zip

Phone #'s: Home: _____

Cell: _____

DOB: _____

M/F: _____

Emergency Contact:

Phone: _____

**PARENT’S OR GUARDIAN’S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)**

In consideration of (print minor’s name)(“Minor”) being permitted by ADR to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless ADR from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Signature:

Print Name:

(Version 072417)

TEAM SIGNATURES FOR MULTIPLE PADDLERS IN 1 CRAFT.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.