

Desert Storm 2020 Event Liability Waiver

IN CONSIDERATION of being permitted to participate in Desert Storm 2020 Poker Run (The Event), The undersigned agrees:

1. To completely and fully assume the risk of property damage, series injury, and death. Organized boating activities carry significant risk that boats will be damaged by collision, docking, submerged items, and shallow water. Organized boating activities carry significant risks that participants and their passengers, crew, associates, and guests may become seriously injured, or even killed, by a boating collision or other type of accident. These risks are increased by the inclusion of large boats with high horsepower engines. The undersigned is aware of these significant risks and assumes these risks as part of the undersigned's desire to participate in this event.
2. That the event herein is defined as including but not limited to and all activities on the London Bridge Resort properties, Lake Havasu event areas, concessions, and other appurtenant areas where any activity related to the Event, or to officiate, observe, work for, or any purpose participate in The Event. The Undersigned, for himself and personal representatives assigns, heirs, and next of kin, agrees, and on the direct representation that the Undersigned has, or will immediately inspect such areas, and upon such inspection declares, by then entering such areas, an acknowledgement that the inspected areas are safe and reasonably suited for the purposes of The Event for which this waiver, release, and assumption of risk applies and further agrees and warrants that if, at any time the Undersigned is in or about The Event areas and feels anything to be unsafe, the Undersigned will immediately advise the OFFICIALS of such and will leave such areas.
3. The Undersigned HEREBY RELEASES, WAIVES, DISCHARGES, AND CONVENANTS NOT TO SUE Phantom Productions, L.L.C., their officers, officials, drivers, volunteers, exhibitors, sponsors, promoters, advertisers, owners, and lessees of PREMISES used to conduct the event. Agencies of government which control essential land and water sites, financiers and firms which render essential service gratis, and each of them, their officers and employees, all for purposes herein referred to as RELEASEES, from all liability to the Undersigned, and the Undersigned's personal representatives, assigns, heirs, and next of kin for all loss of damage, and any claim or demands therefore, on account of injury to the person or property or resulting in death of the Undersigned, whether caused by the negligence of RELEASEES or otherwise while the Undersigned is in or upon the EVENT AREAS, and or officiating in, observing, working for, or for any purpose participating in The Event.
4. That The Undersigned HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES from any loss, to person, vehicle or machine, liability, damage, or cost they may incur due to the presence of the Undersigned in or upon the Event areas, or in any way or officiating in, observing, working for, or for any purpose participating in the Event, and whether caused by the negligence of RELEASEES or otherwise: and HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to negligence of RELEASEES or otherwise while in or upon the Event Areas, and/or officiating in, observing, working for, or for any purpose participating in the Event. This assumption of risk of negligent RELEASEES is separate and additional to the assumption of risk and property damage inherent in organized boating activities. **Boat owner/insurance liability is the primary over event insurance in case of bodily or property damage. If boat owner's insurance does not cover loss, owner will be liable. The Event offers no supplemental insurance of any kind.**
5. The Undersigned is the legal agent and has power of attorney and/or is THE PARENTS AND/OR GUARDIAN OF MINOR CHILDREN participating in the event and/or engaged in activities around, during or near the event agrees to indemnify and save and hold harmless, the releases and each of them from any loss, liability, damage, cost and attorney's fees they may incur due to the presence of the parent and/or guardian or the minor in any part of the event. While participating in the event and where to caused by negligence of the releases or otherwise. The parent and/or guardian further recognize and agree they are executing this Waiver, Assumption of Risk, and Release of Liability and Indemnity Agreement on behalf of themselves and on behalf of the minor.
6. That the Undersigned will not have taken any illegal substances nor consumed alcohol 8 (eight) hours before an on the water activity and will not consume either while operating a boat and will not allow any passenger or guest on the boat to under the influence of any illegal substances or legal substances, including but not limited to alcohol or medical marijuana, that could impair the judgment and/or interfere with the safe operation or occupation of a boat.
7. The Undersigned acknowledges that numerous docks, and docking extensions used in The Event are temporary and are not engineered. They exist for the benefit of temporarily accommodating larger boats in docks designed for much smaller boats. The stability of these docks may be less than an engineered dock and The Undersigned shall make the most minimal use of these docks and assumes the risk that any of them could increase the likelihood of injury and property damage.
8. That the weather in Lake Havasu City is erratic and unpredictable. The changing weather conditions can increase the likelihood of property damage and personal injury. The docks may be more unstable during some weather conditions and changes and The Undersigned assume the risk of any loss, whether property or bodily, for any participation in the event, including usage of the temporary docks, during any type of weather.
9. That EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the activities of the Event are possibly dangerous and involve the risk of serious injury and/or death and/or property damage. EACH OF THE UNDERSIGNED further expressly agrees that this Waiver and Release of Liability and Indemnity Agreement extends to all acts of negligence by the RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS, and is intended to be as broad and inclusive as permitted by the law of the state in which the Event is conducted, and that if any portion thereof is held invalid, it is agreed that the balance notwithstanding, shall continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representation, statements, or inducements apart from the foregoing written agreement have been made. **Each Person riding in the boat must read and sign form, minors must be signed for by parent.**

Driver Sign: _____ Driver Print: _____ Age: _____ Sex: _____

Passenger Sign: _____ Passenger Print: _____ Age: _____ Sex: _____

Passenger Sign: _____ Passenger Print: _____ Age: _____ Sex: _____

Passenger Sign: _____ Passenger Print: _____ Age: _____ Sex: _____

Passenger Sign: _____ Passenger Print: _____ Age: _____ Sex: _____

Witness Signature: _____ Printed Name: _____ Date: _____