



DRAGON BOAT TEAM OF THE CHINESE AMERICAN ASSOCIATION OF CENTRAL FLORIDA, INC.
LIABILITY RELEASE, WAIVER, MEDIA RELEASE AGREEMENT

In consideration of being given the opportunity to participate in the programs and activities of **C.H.A.R.G.E.**, the **Dragon Boat Team of the Chinese American Association of Central Florida, Inc.**, referred to as **C.H.A.R.G.E.**, for myself, my personal representatives, assigns, heirs, and next of kin:

1. I, the undersigned, **ACKNOWLEDGE, AGREE, AND REPRESENT** that I understand the nature of rowing, dragon boat and related activities, both on the water and land-based, and that I am qualified, in good health, and in proper physical condition to participate.
2. I **FULLY UNDERSTAND** that:
 - a. **ROWING, DRAGON BOAT AND RELATED ACTIVITIES INVOLVE RISKS AND DANGERS** of serious bodily injury, including permanent disability, paralysis, and death (“risks”);
 - b. these risks may be caused by my own actions, or inactions, the actions, or inactions, of others participating in the programs and activities of C.H.A.R.G.E., the conditions in which the programs and activities take place, or the negligence of the “Releasees” named below;
 - c. there may be other risks and social and economic losses either not known to me or not foreseeable at this time; and I **FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** I incur as a result of my participation in C.H.A.R.G.E. programs and activities.
 - d. C.H.A.R.G.E. will not be held responsible or liable for any loss or damage to any equipment owned or leased by C.H.A.R.G.E. members.

It shall be each C.H.A.R.G.E. member’s responsibility to provide adequate insurance to cover his/her own equipment in the event of loss or damage. C.H.A.R.G.E. Members storing and/or using privately owned or leased equipment shall be liable for any and all damages incurred as a result of moving equipment around, into and out of the Lake Fairview boathouse, C.H.A.R.G.E.’s property, the property of the City of Orlando and all related damage or accidents while in the act of rowing.

3. I **AGREE AND WARRANT** that I shall be cautious and make every effort to safely move equipment between the boathouse, city property and Lake Fairview and report to the C.H.A.R.G.E. Rowing Captain any damage created by myself to my equipment or to C.H.A.R.G.E.’s equipment or equipment owned or leased by C.H.A.R.G.E. members, or Chinese American Association of Central Florida, Inc. (CAACF) members.

4. I **HEREBY RELEASE, discharge, and covenant not to hold liable nor sue** C.H.A.R.G.E., CAACF, each of their respective board members, administrators, directors, agents, officers, volunteers and employees, and other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which C.H.A.R.G.E. activities and programs take place (each considered one of the “**Releasees**” herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations; and.

5. I further agree that if, despite this release waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, I **WILL INDEMNIFY, SAVE, AND HOLD HARMLESS** each of the Releasees from any litigation expenses, attorney fees, loss liability, damages, or costs which they may incur as a result of such claim.

I certify that I am over the age of 18 years, and have read this Agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this Agreement is held to be invalid, the balance, notwithstanding, shall continue in full force. If applicant is under the age of 18, a parent or legal guardian must sign this form on behalf of such minor applicant.

Printed Name: _____

Street Address: _____

City: _____ State: _____ ZIP: _____

Phone: _____ Work Phone: _____ Email: _____



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Signature: _____ Date Signed: _____

LOCAL EMERGENCY CONTACT NAME: _____ PHONE: _____

By my signature below, I hereby certify that I have sufficient ability to swim to shore in the event of an accident including (without limitation) the capsizing of any boat and its ineffectiveness as a floatation device, whether in a lake, river or otherwise.

Signature: _____ Date: _____

FOR PARTICIPATING APPLICANTS WHO ARE MINORS AT THE TIME OF REGISTRATION:

I, the undersigned, certify that I am the parent/legal guardian of _____ and do consent and agree to his/her release as provided in the Release above, for all Releasees, and for myself and the minor child, my and my minor child's personal representatives, heirs, assigns, successors and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities arising from my minor child's participation or involvement in the programs and activities of the **C.H.A.R.G.E., the Dragon Boat Team of the Chinese American Association of Central Florida, Inc., including arising from the negligence of the Releasees**, to the fullest extent permitted by law.

Parent/Guardian Signature: _____ Printed Name: _____

Emergency Contact Number: _____ Date Signed: _____

C.H.A.R.G.E. and CHINESE AMERICAN ASSOCIATION OF CENTRAL FLORIDA, INC. MEDIA RELEASE

I, the undersigned, do hereby authorize C.H.A.R.G.E., CAACF, each of their respective board members, administrators, directors, agents, officers, volunteers and employees, and their successors, and/or assigns, to make any lawful use of my and/or my child's voice, likeness, words, or visual image, in conjunction with my and/or my child's real name or a fictitious name in the production of marketing, advertising, and/or public relations materials.

I, the undersigned, hereby consent and authorize C.H.A.R.G.E./CAACF to use my and/or my child's photo on each of their respective webpages, on Facebook, Twitter and other social media networks, as well as allow members of the news media to interview, take and reproduce photographs, videotapes and/or films and to use such interviews, photographs and videotapes for the purpose of providing information to the general public.

It is my specific intention in signing this release to waive any rights that I or my minor child may have, now or in the future, to inspect and/or approve any finished product incorporating my voice, likeness, words, visual image, or name. I also specifically release and discharge C.H.A.R.G.E./CAACF its successors, clients, and/or assigns, from any and all claims of any nature arising out of the use of my and/or my child's voice, likeness, words, visual image, or name, and from any liability connected with injury to me and/or my child.

I understand that neither I nor my child will receive any compensation for these photos and/or videos.

I certify that I am over the age of eighteen and I declare and represent that no promise, inducement or agreement not expressly made in this Liability Release, Waiver and Media Release Agreement has been made to me or my child, and that the terms of this Liability Release, Waiver and Media Release Agreement are contractual and not a mere recital.

Signature: _____ Printed Name: _____

Date Signed: _____

If a minor child, signature of parent/legal guardian is required.

Minor Child Printed Name: _____ Date Signed: _____

Parent/Guardian Signature: _____ Parent/Guardian Printed Name: _____