

STARBUCK DRAGON BOAT FESTIVAL WAIVER FORM

DO NOT SIGN THIS WAIVER FORM FOR ANY OTHER THAN YOURSELF. BY SUBMITTING 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:
 - a. Starbuck Dragon Boat Festival Races
 - b. Dragon Boat Practices at the Lake Minnewaska waterfront.
 - c. Any other event involving dragon boat racing/practices/instruction or clinics.

2. Participation 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. An approved personal floatation device (PFD) is required to be worn by all participants at all times while on the water. Notwithstanding the foregoing, any participant that does not wear a PFD acknowledges that the decision to wear or not wear a PFD is their own. 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.

3. I release the following companies and organizations, including their respective directors, officers, employees, agents, independent contractors and volunteers:
 - a. Great White North, Inc.
 - b. Great White North, Ltd.
 - c. City of Starbuck
 - d. Starbuck Area Chamber of Commerce
 - e. Starbuck Dragon Boat Festival Committee and Volunteers
 - f. All Sponsors of the Starbuck Dragon Boat Festival
 - g. (all of whom are referred to as the "Releasees" in this Waiver Form) from 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.

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

5. I agree to hold harmless and indemnify the Releasees 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.

6. I confirm that I have attained the age of 18 years, or if not, my parent or guardian has signed the Waiver.

7. 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 _____

Team Name _____

Address _____

City _____ State _____ Zip Code _____

Email address _____

Phone Number _____

Emergency Contact _____

Emergency Contact Phone Number _____

Do you have a medical condition that our staff should be aware of? Yes__ No__ (if yes, describe)

Signature _____ Date _____

Parent/Guardian name (if under 18) _____

NOTE: The above information is collected for the Starbuck Dragon Boat Festival Races only and is considered CONFIDENTIAL. Your information will not be shared with any other company or individuals. Information collected on this Waiver form is stored in the Starbuck Dragon Boat Festival database to be applied to the above listed activities (see #1) within the current season/calendar year. You will have to submit this waiver once per season/calendar year. If you have any questions please contact us.

Starbuck Dragon Boat Festival
Starbuck Area Chamber of Commerce
PO Box 234
Starbuck MN 56381
(phone) 320-239-4220 (fax) 320-239-4250

Please print this waiver for each member of your team. Waivers must be mailed, faxed or delivered in person to Starbuck Dragon Boat Festival before your team can participate. Each participant **MUST** sign a Waiver **before** participation in ANY Starbuck Dragon Boat Festival practice, race, or on-water activity.