

INDIVIDUAL WAIVER AND RELEASE OF LIABILITY – USE OF TRINIDAD AND TOBAGO DRAGON BOAT FEDERATION MANAGED OR OPERATED DRAGON BOATS, EQUIPMENT AND FACILITIES FOR TRAINING AND REGATTAS

In consideration of electing to, during the 2013 calendar year, participate in the dragon boat training, any and all Dragon Boat Regattas hosted by or sanctioned by the Trinidad and Tobago Dragon Boat Federation (hereinafter referred to as the “TTDBF”) and all other activities involving dragon boats and related equipment (including but not limited to paddles, flotation devices, equipment for launching and docking of boats and for storage of equipment) owned, leased, managed or operated by the TTDBF or in respect of which the TTDBF has a license for itself, its members, agents and guests to use,

I: _____
(hereinafter referred to as “the Participant”)

I: _____
for and on behalf of _____
_____ (hereinafter referred to as “the Participant”) of whom I am a parent/Legal Guardian*,

1. Understand that prior to participating in dragon boat training, regattas or any of the other activities referred to above, the facilities and equipment to be used may be inspected, and if anything is reasonably believed to be unsafe, shall notify the captain or designated representative of the Participant’s team, who shall immediately advise the helmsman of such condition(s). I understand that I may elect for the Participant not to participate until the unsafe condition(s) is/are corrected. I understand that in this document “facilities” includes but is not limited to premises:

- where dragon boats and related equipment referred to above may be stored;
- from which dragon boats may be launched, docked or recovered;
- where the Participant and other persons may embark or disembark a dragon boat; and
- where dragon boat training, regattas or any of the other activities referred to above may take place,

whether or not same is owned, leased, managed or operated by the TTDBF or in respect of which the TTDBF has a license for itself, its members, agents and guests to use.

2. Acknowledge and fully understand that the Participant shall be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from the actions or inactions of the Participant, the negligence of others, the rules of play, or the condition of the premises where training, regattas or related activities are held, or of any equipment used. Further, that there may be other risks not known to myself or the Participant or reasonably foreseeable at this time.

3. Certify that the Participant is qualified, in good health, in proper physical condition and is otherwise capable of participating in dragon boat training, regattas or any of the other activities referred to above.

4. Assume all the foregoing risks and accept personal responsibility for the damages and social and economic losses following such accident, injury, permanent disability or death.

5. Release, waive, discharge and covenant not to sue or make claims against the TTDBF, the owners of the dragon boats and related equipment referred to herein, the organizers of any Dragon Boat Regatta to which this waiver applies, coaches, trainers, helmsmen, other employees, agents, and volunteers of these organizations, other participants, sponsoring agencies, advisors and advertisers all of which are hereinafter referred to as the “releasees”, from any liability to the undersigned for any and all claims, demands, losses, or damages on account of injury, including death or damage to property caused or alleged to be caused in whole or in part by any action of these releasees. I understand that nothing in this document shall limit the releasees for:

- a. fraud or other criminal act;
- b. personal injury or death caused by the negligence of the respective releasee; or
- c. any other liability that cannot be limited or excluded by law.

* Delete and initial as appropriate

This section to be filled out by participants 18 years and over and of sound mind. Delete and initial if inapplicable.

This section to be filled out by the parent/legal guardian of participants under 18 years of age. Delete and initial if inapplicable.

6. Agree that a TTDBF approved life jacket will be worn by the Participant, properly fastened at all times, while in the boat and assume all responsibility for being informed of all safety rules and to abide by all such rules related to the activity.

I HAVE READ THIS WAIVER AND RELEASE and now execute it on this ____ day of _____, 2013.

FOR PARTICIPANTS 18 YEARS AND OLDER AND OF SOUND MIND

Print Name in Block Capitals	Age	Phone number
Address		
D.P./I.D./Passport Number		
E-mail address:		
Team/Club Name		
Name of Emergency Contact person	Phone number for emergency contact person	
Signature of Participant		

FOR PARTICIPANTS UNDER 18 YEARS OF AGE

Print Name of Participant in Block Capitals	Age	Phone number
Address		
Team/Club Name		
Name of Emergency Contact person	Phone number for emergency contact person	
Name of Parent or Legal Guardian	Phone number of Parent or Legal Guardian	
Address of Parent or Legal Guardian		
D.P./I.D./Passport Number of Parent or Guardian		
E-mail address of Parent or Guardian		
Signature of Parent or Guardian		