



OHANA PADDLING ASSOCIATION FESTIVAL WAIVER FORM

PLEASE READ THIS FORM CAREFULLY!

DO NOT SIGN THIS WAIVER FORM FOR ANY OTHER THAN YOURSELF. BY SUBMITTING THIS FORM, YOU ARE WAIVING IMPORTANT LEGAL RIGHTS.

For the purposes of this Waiver, "Ohana Paddling Association" and "OPA" refers to Ohana Paddling Association, Inc.

1. This Waiver covers my participation in any one or more of the following dragon boat Activities:

(a) Ohana Paddling Association Dragonboat Festival

(b) Dragon Boat Practices at Town of North Hempstead Beach (Bar Beach), Port Washington, NY

2. Participating 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 flotation 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 including their respective directors, officers, employees, agents, independent contractors and volunteers:

- (a) Ohana Paddling Association, Inc.
- (b) Great White North Communications Ltd.
- (c) Town of North Hempstead
- (d) Town of North Hempstead Beach (Bar Beach)
- (e) Paddlesport Risk Management, LLC
- (e) All OPA festival title and presenting sponsors and charity partners

(all of whom are referred to as the "Releasees" in this Waiver Form) from any and all liability for 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 indemnity 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 this Waiver.

7. I allow Ohana Paddling Association, Inc. to use photos from the event on their website or promotional literature.

8. 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.

9. I acknowledge that Ohana Paddling Association, Inc. has the right to alter, change, cancel and/or postpone any of these events as a result of circumstances that would affect or impact the event which are beyond their control.

10. I acknowledge and accept, due to the upfront nature of event costs, all registration fees are non-refundable and non-transferable. This policy stays in effect whether you are injured, have an unexpected business trip, family emergency, illness, etc.

ALL FIELDS ARE MANDATORY – form will be rejected if not fully completed

Paddler Name: _____

Team Name: _____

Email: _____

Phone: _____

Address: _____

City: _____

State/Province: _____

Zip Code/Postal Code: _____

Date of Birth: _____

Gender: _____

Signature: _____

Please print parent name and sign for any paddler under 18 years of age

Date: _____

Emergency contact (print): _____

Phone: _____