



# Marco Polo World Foundation

Host of 10<sup>th</sup> Anniversary Annual DFW Dragon Boat, Kite and Lantern Festival®

May 20<sup>th</sup> through May 21<sup>st</sup>, 2017 --- 8:30 a.m. – 6:00 p.m.

Lake Carolyn, Irving, Texas 75039 at Las Colinas Urban Center

## Waiver Agreement

Team Name \_\_\_\_\_

IN CONSIDERATION of being given the opportunity to participate in the 2017 Annual DFW Dragon Boat, Kite and Lantern Festival (the "Boat Race"), I, for myself, my personal representatives, assigns, heirs, next of kin, administrators and executors:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of paddling activities, both on the water and land based and that I am qualified, in good health, and in proper physical condition to participate in the Boat Race. I acknowledge that I, and I alone, am responsible for my personal health and safety and the personal property that I bring with me in connection with my participation. In the event of injury, accident or illness during my participation in the Boat Race, I consent to receive and authorize Boat Race organizers, officials, volunteers, participants and spectators to use their discretion to administer first aid, medical care and/or medical treatment.

2. FULLY UNDERSTAND that:

- (a) paddling activities and entering the premises used for the purpose of launching, docking and storing equipment used in the sport of paddling INVOLVES RISKS AND DANGERS of property damage and serious bodily injury, including permanent disability, paralysis and death;
- (b) participation in the practice sessions held in connection with the Boat Race and participation in the Boat Race INVOLVES RISKS AND DANGERS of property damage and serious bodily injury, including permanent disability, paralysis and death;
- (c) such risks may be caused by my own actions, or inactions, the actions of others participating in the Boat Race, the conditions in which the Boat Race takes place, or the negligence of the "Released Parties" identified below;
- (d) 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 that I may incur as a result of my participation in the Boat Race and the practice sessions held in connection with the Boat Race; and



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- (e) my participation in the Boat Race is my consent to having my picture and likeness taken and used for Boat Race materials. I understand my picture or likeness, and information related to my participation in the Boat Race (e.g. participant number, team name), whether the foregoing is captured by photograph, videotape, audiotape or any other recording (collectively the “Image”) may be used for all promotional purposes related to the Boat Race, Marco Polo World Foundation, Inc. (“MPWF”) and their respective successors and assigns, sponsors, licensees, affiliates and employees (collectively the “Grantees”). I hereby grant to the Grantees the irrevocable, perpetual and worldwide right to (i) use the Image in promotional materials or for any other legitimate purpose, (ii) create composite or computer manipulated materials from the Image, (iii) use, reproduce, publish, exhibit, distribute and transmit the Image in any media, including but not limited to print material, television, film, internet, DVD and CD-ROM and (iv) assign the above rights to third parties.

3. AGREE AND WARRANT that I will examine and inspect each boat used in the Boat Race in which I take part and that, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Boat Race and will refuse to take part in the Boat Race until the condition has been corrected to my satisfaction.

4. AGREE TO PROPERLY WEAR, at all times while participating in the Boat Race, including any practice sessions arranged in connection with the Boat Race, a US Coast Guard Type III approved personal floatation device or life preserver/life jacket. Such personal flotation device or life preserver/life jacket shall be in good & serviceable condition.

**5. HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE THE BOAT RACE, MARCO POLO WORLD FOUNDATION, INC. THE CITY OF IRVING, PAN AMERICAN DRAGON BOAT ASSOCIATION, LLC. THEIR RESPECTIVE ADMINISTRATORS, DIRECTORS, MEMBERS, MANAGERS, PARTNERS, AGENTS, OFFICERS, VOLUNTEERS AND EMPLOYEES, ANY PERSON OR ENTITY AUTHORIZED TO ACT ON THEIR BEHALVES, THE OTHER PARTICIPANTS IN THE BOAT RACE, THE BOAT RACE ORGANIZERS, ANY SPONSORS OF THE BOAT RACE, PERSONS ADVERTISING AT THE BOAT RACE, AND, IF APPLICABLE, THE OWNERS AND/OR LESSORS OF THE PREMISES AT WHICH THE BOAT RACE TAKES PLACE (COLLECTIVELY, THE “RELEASED PARTIES”) FROM OR IN CONNECTION**



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**WITH ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES OR DAMAGES CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR OTHERWISE, INCLUDING ANY NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE THAT IF, DESPITE THIS WAIVER AGREEMENT, I, OR ANYONE ON MY BEHALF, MAKES A CLAIM AGAINST ANY OF THE RELEASED PARTIES IN CONNECTION WITH ANY OF THE MATTERS ADDRESSED HEREIN, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION RELATED TO THE MATTERS ADDRESSED HEREIN.**

*In signing this Waiver Agreement, I hereby acknowledge and represent that I am 18 years of age or older and of sound mind, that I have carefully read this Waiver Agreement, that I fully understand its terms, 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 and agree that if any portion of this Waiver Agreement is held to be invalid, (i) MPWF shall have the right to modify such portion to the extent necessary to be deemed enforceable; and (ii) the balance, notwithstanding, of this Waiver Agreement shall continue in full force and effect.*

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date

Emergency Contact and Phone Number: \_\_\_\_\_