

**MONTGOMERY DRAGON BOAT RACE & FESTIVAL, AUGUST 27, 2011**  
**PARTICIPANT AGREEMENT, RELEASE, AND LIABILITY WAIVER AND MEDIA CONSENT**

In consideration for the Montgomery Dragon Race & Festival (hereinafter referred to as the event) accepting and allowing me, \_\_\_\_\_, to participate in its 2011 event, I hereby agree on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, as follows:

1. I acknowledge that my participation in the event and its activities, including Dragon Boat practices and racing, involve both known and unanticipated risks that may result in my or others' physical injury, paralysis, death, and/or damage to my or others' property. I understand that such risks cannot be eliminated and include drowning, injuries from collision with watercraft or other objects; being struck by lightning; hypothermia from prolonged exposure to or immersion in cold water, aggressive or poisonous animal life; exertion injuries to wrists, arms, shoulders, and backs; and slips and falls; among others.

2. I expressly agree to voluntarily accept and assume all of these risks and any other risks, known or unknown, involved in these activities. My participation in these activities is purely voluntary. I elect to participate in spite of these known and any unknown risks.

3. I agree, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate, to release, discharge, and waive any claims I may have against the Montgomery Dragon Boat Race & Festival, Rebuilding Together Central Alabama, Bridge Builders Alabama, Central Alabama Community Foundation, Pan American Dragon Boat Association, LLC, North American Rowing Association, LLC, Entertainment Cooperative, LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "the Festival") which are in any way connected with my participation in these activities or my use of the Festival's equipment or facilities, including any such claims which allege negligent acts or omissions of the Festival. I agree that I have and do waive any rights I may have to maintain a lawsuit or make a claim against the Festival on the basis of any such injury or damage. I further agree that in the event the Festival is required to incur attorney's fees or costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

4. I represent and agree that I either have adequate insurance to cover any injury or damage I may cause or suffer while participating, or I will bear the costs of such injury or damage myself.

5. I agree that any litigation arising out of my participation in the Festival shall be filed in the state of Alabama, and that the law of the state of Alabama shall apply in any such action notwithstanding the conflict of law rules of this or any other state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

6. I consent to the unrestricted use of my image, in connection with the Montgomery Dragon Boat Race & Festival, Rebuilding Together® Central Alabama and Bridge Builder® Alabama, including but not limited to any photographs, audio or video recordings, or use of my name in connection with television, radio, electronic or print media.

**I have read this agreement, understand it and agree that I am bound by its terms.**

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Participant's Address

\_\_\_\_\_  
Participant's Name (please print)

\_\_\_\_\_

\_\_\_\_\_  
Participant's Phone Numbers

\_\_\_\_\_  
TEAM NAME

**PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION FOR PARTICIPANTS UNDER 19**  
**(SEE REVERSE)**

PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION  
(Must be completed for participants under the age of 19)

In consideration for my child or ward, \_\_\_\_\_(hereinafter referred to as "Minor"), being accepted and allowed by the Festival to participate in its activities and to use its equipment and facilities, I agree to indemnify and hold harmless the Festival from any and all claims which could be brought by me or on behalf of Minor and which are in any way connected with the participation by Minor in the Festival.

\_\_\_\_\_  
Signature of Minor's Parent or Guardian

\_\_\_\_\_  
Parent or Guardian's Name (please print)

\_\_\_\_\_  
Parent or Guardian's Address

\_\_\_\_\_  
Parent or Guardian's Phone Numbers