

# Canal Dock Boathouse, Inc. ("Canal Dock") Waiver

## **BY SIGNING THIS WAIVER YOU ARE WAIVING IMPORTANT LEGAL RIGHTS**

**\*\*\*PLEASE READ THIS FORM CAREFULLY\*\*\***

1. This agreement ("Waiver") covers my participation in all boating and boating-related activities organized by Canal Dock Boathouse, Inc. ("Canal Dock"), including canoeing, dragon boating, kayaking, paddle boarding, rowing, rowing machine, sailing, and all other exercises, whether taking places indoors or outdoors (collectively referred to as the "Activities").
2. I acknowledge, agree and represent that I understand the nature of the Activities and that I am qualified, in good health and in proper physical condition to participate in them.
3. I understand that participating in the Activities involve risks, dangers and hazards. I am aware that by participating in the Activities I am risking permanent personal injury, paralysis, death or damage to property. I accept and assume those risks and all responsibility for losses, costs and damages I incur as a result of participating in the Activities.
4. I release the following organizations, companies and people (collectively referred to as the "Releasees"):
  - a) Canal Dock Boathouse, Inc.;
  - b) All owners and lessors of the premises on which the Activities take place; and
  - c) All directors, officers, employees, agents, independent contractors and volunteers of any of the abovefrom any and all liability for any loss, damage, injury or expense that I may suffer as a result of my participation in the Activities, no matter how they are caused, including if caused by the negligence of any of the Releasees. I release, discharge, and covenant not to sue the Releasees from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasee or otherwise, including negligent rescue operations.
5. I agree and warrant that I will examine and inspect all Activities in which I take part and that, if I observe any condition to be unacceptably hazardous or dangerous, I will notify the proper authority and will refuse to take part in the Activities until the condition has been corrected.
6. I agree and warrant that if someone sues me for negligence, I will not 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.
7. 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. For example, if I sue another participant for negligence, and that person in turn claims contribution or indemnity from one or more of the Releasees, then I agree to pay the Releasee for all liability claims and legal expenses that it incurs in connection with the contribution and indemnity claim.
8. I confirm that I have attained the age of 18 years, and if I have not attained the age of 18 years, that my parent or guardian has signed this Waiver.
9. I recognize and agree that I am not allowed to participate in the Activities unless I sign this Waiver. I agree that this Waiver is binding on me and on my heirs, executors, administrators and legal representatives.

I have read this Waiver, fully understand its terms, understand 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 to the greatest extent allowed by law. I agree that if any portion of this Waiver is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

---

**LAST NAME, FIRST NAME**

**TEAM NAME (IF APPLICABLE)**

---

**ADDRESS (STREET, CITY, STATE, ZIP)**

---

**EMAIL**

**PHONE/CELL PHONE**

**DATE OF BIRTH**

---

**DO YOU HAVE A MEDICAL CONDITION OUR STAFF SHOULD BE AWARE OF (SPECIFIED)?**

---

**CONTACT PERSON IN CASE OF AN EMERGENCY**

**PHONE NUMBER TO CONTACT THIS PERSON**

---

**SIGNATURE**

**DATE**

---

**SIGNATURE OF PARENT/GUARDIAN (IF UNDER 18)**

**DATE**