

Outrigger Performance Advantage (OPA)

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

PLEASE READ CAREFULLY!

Name: _____ Telephone: _____

Address: _____ E-Mail: _____

ASSUMPTION OF LEGAL AND PERSONAL RISK:

AM AWARE THAT THERE IS POTENTIAL RISK FOR SERIOUS INJURY OR DEATH INVOLVED IN WATER SPORTS, including paddlesports, dragonboating, and outrigger canoeing, whether training or racing. I freely accept and fully assume all such legal and personal risks dangers and hazards, including risk of personal injury, death or property loss resulting from my participation in paddlesports, outrigger canoe and Dragon Boat training or racing.

AM AWARE that these sports have serious risks of injury or death from many activities or causes, including without limiting the generality of the following: loading or unloading boats or equipment, slipping or falling, capsize, submersion, immersion, drowning, ingestion or aspiration of water or other substances, upset, or collision involving fixed objects, aquatic life, or other watercraft, exhaustion, overheating, overexertion, exposure to the elements, infection, and sunstroke or sunburn. In plain language, I know I am giving up the right to sue for any reason for any damage suffered.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

In consideration of approval to participate in the activity of canoeing and Dragonboat racing at _____, or other sites, I hereby agree as follows:

1. **To waive any and all legal claims** that I have or may in the future have against _____ Company Limited, carrying on business Outrigger Performance Advantage, Peter Buday personally or their respective directors, officers, employees or agents, representatives or any person in any way connected with Outrigger Performance Advantage or Peter Buday, (all of whom are hereinafter collectively referred to as releasees including without limiting the generality of the following, to release the releasees from any and all liability for any loss, damage, injury or expense I may suffer, or that my next of kin may suffer as a result of my participation in the sports of paddlesports, outrigger canoe and Dragonboat racing and training, due to any cause whatsoever including negligence, breach of contract, or breach of the statutory or other duty of care. I acknowledge my responsibility to ensure my own personal and adequate medical, health, dental and accidental insurance coverage, as well as protection of my personal possessions.

Initial _____

2. **I agree to hold Harmless and Indemnify the Releasees** from any and all liability for any damage to property of, or personal injury to myself or any third party, resulting from my participation in this activity.

Initial _____

3. **This Agreement shall be Effective and Binding** upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.

Initial _____

4. **In signing** the foregoing release, I hereby acknowledge and represent that I have read the foregoing release, I understand it and agree to it voluntarily that I am 18 years of age or older and of sound mind, or being less than 18 years of age have co-signed with parent or guardian, as the case may be.

Initial _____

5. **I am aware that I should** wear or carry at all times, while participating in any Race, or practice session, an approved floatation device or life preserver/life jacket.

Initial _____

6. **I agree** that any photo taken of me or in which I may appear may be used by OPA for any purpose, including publicity and commercial exploitation and this shall constitute my consent to such use.

Initial _____

7. **In entering into this Agreement**, I am not relying upon any oral or written representations or statements by the releasees other than what is set forth in the Agreement.

Initial _____

HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

signed this _____ day of _____, 201__.

Signature _____

Witness _____

Signature of Parent or legal guardian of minor _____