

# Tim Hortons Ottawa Dragon Boat Festival 2017 Waiver of Liability Release

## PLEASE ENSURE ALL TEAM MEMBERS READ AND COMPLETE WAIVER

### Indemnification and hold harmless notice.

1. In consideration for receiving permission to participate in the Ottawa Dragon Boat Festival as well as to join the practice sessions and to enter the premises, waterways and grounds supervised or in any way controlled by the Ottawa Dragon Boat Festival, by the City of Ottawa or by the Rideau Canoe Club, the receipt of said permission being hereby acknowledged, I do hereby forever release any and all liability, discharge and agree not to sue **the Ottawa Dragon Boat Festival (ODBF), Great White North Communications (GWNC), Tim Hortons Advertising and Promotion Fund (Canada) Inc., its heirs, representatives, employees, agents, parent or subsidiary corporations, affiliates, successors and permitted assigns (THAPFC), the Rideau Canoe Club (RCC), the National Capital Commission (NCC), Parks Canada (PC), the City of Ottawa (CO) and/or any other ODBF Suppliers or Sponsors** and their respective directors, members, trustees, agents, representatives, officers, sponsors, licensors, servants, volunteers, and employees, and agree to hold and save them **Harmless and Indemnify** them from and against any and all liabilities, claims, injuries, losses, damages, expenses, demands, actions, and causes of action of whatsoever kind or nature arising out of or related to any such loss, damage, or injury, including death, etc., that may be sustained by me for whatever reason while so participating in the Tim Hortons Ottawa Dragon Boat Festival or upon the premises or grounds supervised or controlled by the **ODBF, GWNC, THAPFC, RCC, NCC, PC, CO, and/or any other ODBF Suppliers or Sponsors** whether such damages are the result of negligence or for any other reason or cause.
2. I also agree to and do hereby discharge forthwith on request of the **ODBF, GWNC, THAPFC, RCC, NCC, PC, CO and/or any other ODBF Suppliers or Sponsors** and their respective directors, members, trustees, agents, representatives, officers, sponsors, licensors, servants, volunteers, and employees and their authorized representatives for each and every obligation or claim which shall be made, assigned or apportioned against the **ODBF, GWNC, THAPFC, RCC, NCC, PC, CO and/or any other ODBF Suppliers or Sponsors** and their respective directors, members, trustees, agents, representatives, officers, sponsors, licensors, servants, volunteers, and employees by any party by virtue of any injury or damage caused by me or to me absolutely.
3. **I and my next-of-kin are duly aware of the risks and hazards inherent in both the sport of paddling and entering the premises used for the purpose of launching, docking and storing equipment used in the sport of paddling, and specifically in participating in the Ottawa Dragon Boat Festival and the practice sessions held at said premises and participating in said event, knowing conditions may be hazardous and dangerous and that obstruction may exist, and that high winds may cause rough water, and that I hereby give notice that I am a competent swimmer and that I voluntarily assume all risks of loss, damage or injury, including death, that may be sustained by me or to any property in or upon said premises or engaged in said event.**
4. I agree to properly wear, at all times, while participating in the Ottawa Dragon Boat Festival, including any practice sessions, an approved flotation device or life preserver/life jacket. All participants must wear an approved flotation device or life preserver/life jacket on Saturday, June 24<sup>th</sup>, 2017. In the event I am competing in the A or B Final on Sunday June 25<sup>th</sup>, 2017 or have the option of not wearing an approved flotation device or life preserver/life jacket, I confirm and agree that the persons or entities I have released in paragraphs 1 and 2 above shall not in any way whatsoever be liable for any loss, damage, injury or death if I choose not to wear an approved flotation device or life preserver/life jacket.
5. I agree that any photo (electronic or digital) taken of me or in which I may appear may be used by the Festival (ODBF) for any purpose, including publicity and commercial exploitation and this shall constitute my consent to such use.
6. 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.

Team Name: \_\_\_\_\_  
First & Last Name (PLEASE PRINT): \_\_\_\_\_ Telephone #: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Emergency Contact (PLEASE PRINT): \_\_\_\_\_ Telephone # \_\_\_\_\_  
Relationship: \_\_\_\_\_  
Name of Witness (PLEASE PRINT): \_\_\_\_\_ Signature : \_\_\_\_\_

### **Please complete this section if paddler is under the age of 18.**

Date of Birth (IF UNDER 18 YEARS OF AGE): \_\_\_\_\_  
Parent/Guardian's Name: (PLEASE PRINT): \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please note: If your registration has been completed online,  
a manual copy of the waiver is not required.**