

**Dragon Boat Activities
Waiver, Release and Indemnity Agreement**

In consideration for being permitted to attend, participate in and/or observe (collectively referred to herein as “my participation”) Dragon Boat activities (the “Activities”) hosted, organized or sponsored by the Asian American Cultural Partnership and Asian American Cultural Center, and understanding the nature of the Activities and the related risks, I, on behalf of myself, and my heirs, representatives, executors, administrators, successors and assigns, do hereby irrevocably WAIVE, RELEASE AND FOREVER DISCHARGE Asian American Cultural Partnership and Asian American Cultural Center, and their officers, agents, employees, and servants (collectively referred to herein as the “Releasees”), from any and all claims, losses, injuries, costs, damages, demands, suits, causes of action or liability of any kind, for injury to or death of any person, or for damage to any property, arising out of, or in any way related to, my participation in the Activities (including any first aid or medical treatment provided), whether caused by the negligent acts or omissions of the Releasees, or otherwise.

I understand that my participation in the Activities bears certain risks which could result in injury, death, illness or disease, physical or mental, or damage to myself, to my property or to other third parties which may give rise to claims against the Releasees. These risks include, but are not limited to: the nature of the Activities; the negligent acts of the Releasees or other persons or entities; latent or apparent defects or conditions in equipment or property; use or operation of equipment or property supplied by the Releasees or other persons or entities; acts of other participants, employees or persons or entities; weather conditions; my physical condition, or my acts or failure to act; first aid, emergency treatment, or other services and food or drink. Being aware that my participation in the Activities involves the risk of injury to myself and to participants, spectators, or other third parties, I expressly agree and promise to accept and assume all responsibility and risk for injury, death, illness or disease, damage to myself or to my property, to participants, spectators or to other third parties and their property, arising out of or relating to my participation in the Activities. I am voluntarily electing to attend, participate in, and/or observe the Activities in spite of these risks.

IN CONSIDERATION FOR BEING PERMITTED TO ATTEND, PARTICIPATE IN, AND/OR OBSERVE THE ACTIVITIES, I HEREBY AGREE FOR MYSELF, MY HEIRS, ASSIGNS, AND LEGAL REPRESENTATIVES, TO RELEASE, INDEMNIFY, SAVE AND HOLD HARMLESS, AND COVENANT NOT TO SUE RELEASEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, INJURIES, COSTS, DAMAGES, DEMANDS, SUITS, CAUSES OF ACTION OR LIABILITY OF ANY KIND, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF, OR IN ANY WAY RELATED TO, MY PARTICIPATION IN THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF RELEASEES, OR OTHERWISE.

I understand that my name, picture, voice, or likeness, and information related to my participation in the Activities, whether captured by photograph, videotape, audiotape or any other recording (collectively “image”) may be used for promotional purposes related to the Activities by the Releasees. I hereby grant to the Releasees the right to use my image in promotional materials or for any other legitimate purpose and I release the Releasees from any liability, damages, or claims resulting from the use of my image, including but not limited to, claims for libel or invasion of privacy. I understand and agree that the terms of this paragraph are binding on my heirs, assigns, and legal representatives.

By signing on the next page, I acknowledge and agree that the terms and conditions of this Waiver, Release and Indemnity Agreement (this “Agreement”) are contractual and not merely recitals and I intend to be legally bound by it. I understand and agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that if any portion of this Agreement is held invalid, such invalidity will not affect any other portion of the Agreement, and the balance of the Agreement shall continue in full legal force and effect. I certify that I have read this Agreement, that I understand its contents, and that I am signing it knowingly, voluntarily, and of my own free will.

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