

WAIVER FORM

IN CONSIDERATION of the acceptance of my entry to participate in the **Dragon Boat Israel Festival** from May 09-10, 2013 at the Centre for Education and Marine Sport, Ohalo Rowing Club, Tzemach, Israel ("Ohalo"), and Maagan Eden Hotel-Holiday Village, D.N. Emek Hayarden, Israel (the "Festival") as well as to join the practice sessions and to enter the premises, waterways and grounds (collectively, the "Premises") supervised or in any way controlled by Dragon Boat Israel and UIA Federations Canada (collectively, the "Organizers") I do hereby forever release and discharge the Organizers and each of their respective directors, members, trustees, agents, representatives, officers, sponsors, licensors, servants, employees and volunteers and agree to indemnify and hold them harmless from and against any claims, suits, or causes of action of whatsoever kind or nature arising out of or related to any loss, damage or injury, including death, that may be sustained by me or my property for whatever reason while participating in the Festival or entering the Premises whether such loss, damage or injury is the result of negligence, breach of trust or breach of fiduciary duty on the part of the Organizers, or any other reason or cause.

I am aware, fully understand and acknowledge the risk and hazards inherent in the sport of dragon boat racing and of participating in the Festival, including its practice sessions, and entering the Premises including the area used for the purpose of launching, docking and storing equipment and I acknowledge that conditions may be hazardous and dangerous and that obstructions may exist, high winds and inclement weather conditions may exist and may cause rough water or other adverse race conditions, a boat may capsize, boats could collide and that I hereby voluntarily assume all risks of loss, damage or injury including death, that may be sustained by me or to any of my property while on the Premises or engaged in the Festival.

I represent and warrant that I will wear an approved personal flotation device ("PFD") at all times while on the water, and I understand that I am required to wear a PFD at all times while on the water.

I represent and warrant that I will follow all guidelines, rules and codes of conduct as established by the Organizers for the Festival, in particular those that pertain to my personal safety and well being.

I also represent and warrant that I have obtained and have in place valid and sufficient medical insurance to cover my participation in the Festival, and I acknowledge that my usual domestic medical insurance provider (whether public or private) may not cover me while in Israel or while participating in the Festival, and I hereby consent to receive any medical treatment, at my own expense, that may be deemed to be advisable in the event of injury and or illness during the Festival.

I certify that I am physically capable and fit to participate in this activity.

I consent to the publication or use in any form whatsoever of my name, image or statements or otherwise in any context pertaining to the Festival or otherwise before, during or after the Festival whether for advertising, promotion or otherwise.

I agree to read any written race briefing provided to me by the Organizers as a condition of my race entry being accepted.

This waiver shall be binding on my heirs, executors, administrators, and legal representatives.

If any provision, section, subsection, clause or phrase of this waiver is found to be unenforceable or invalid, that portion shall be severed from this waiver. The remainder of this waiver will then be construed as though the unenforceable portion had never been contained in this Waiver.

I hereby declare that:

- a) I am 18 years of age or older (and have provided valid proof of age) and am competent to sign this waiver; or
- b) I am the parent or legal guardian of the participant named below, that the participant has my permission to take part in the Festival, and that I have the authority to execute this waiver on the participant's behalf.

I acknowledge that the Organizers, at their discretion, have the right to restrict or prohibit my participation in the Festival for health and safety reasons.

In this waiver, the following words have the following meanings:

"I" means the person named below and includes that person's heirs, executors, administrators, and legally authorized representatives.

"**Dragon Boat Israel**" includes its employees, officers, directors, volunteers, members, donors , agents, contractors, sponsors, and any instrumentalities, municipalities, government bodies who are involved in the Festival.

I HAVE READ THIS WAIVER, I UNDERSTAND IT, AND I AGREE TO BE BOUND BY IT. I UNDERSTAND AND ACCEPT THAT BY SIGNING THIS WAIVER, I AM GIVING UP IMPORTANT LEGAL RIGHTS.

Print Participant Full Name: _____

Address: _____

Telephone: _____ Date of Birth: _____

Signature of Participant
or parent or legal guardian: _____ Date: _____