



RELEASE AND INDEMNITY AGREEMENT

To: Bridge City Paddling Club (BCPC")

From: Guest Paddler _____ and _____ Parent/Guardian:

I have requested an opportunity to witness and/or participate in events or activities sponsored or conducted by or on behalf of BCPC or that BCPC might otherwise be responsible for (collectively "BCPC Activities") that I am fully aware may involve actual risks of serious injury, temporary or permanent personal disability, drowning or even death, and/or damage to or loss of personal property to or of myself and others, including, but not limited to, BCPC, its members, other persons affiliated with or acting on behalf of BCPC, other Guest Paddlers and/or entirely unrelated third parties.

So, in return for your agreement and permission to participate in all BCPC Activities, I expressly represent and agree as follows:

1. *Neither BCPC, DragonSports USA, Paddlesport Risk Management, LLC, nor any of its officers, directors, employees nor agents, will, under any circumstances whatsoever, be chargeable with or liable for any form of costs, expenses, damages or losses, direct, consequential or otherwise, arising out of, or in any way attributable to, my involvement or participation in any BCPC Activities whether such damages or losses are suffered, sustained or incurred by me, or by my spouse (if any), family members, dependents, estate, personal representatives, successors or assigns, or by any entity or enterprise by whom I or any other person or party that may suffer, sustain or otherwise incur such any such losses or damages, may be insured and/or indemnified for or against such losses and/or damages.*

2. *I will defend, hold harmless and fully indemnify BCPC, DragonSports USA, Paddlesport Risk Management, LLC; their officers, directors, employees, agents and members of any class or category, all individually and collectively referred to as "Indemnitees," from, for and against, all claims, demands, actions, suits, causes of action or suit, damages, costs, losses and expenses ("Claims"), of any and all kinds and descriptions whatsoever, threatened, suffered or otherwise incurred by the Indemnitees or any of their number, arising out of or in any manner, directly, indirectly or otherwise, attributable to my presence at or participation in any BCPC Activities without any regard whatsoever to the actual or alleged merit of said Claims and without regard to any actual or alleged negligence, malfeasance, misfeasance, fault or default, on the part of any one or more of the Indemnitees.*

3. *This Release and Indemnity Agreement is and will remain binding and enforceable on and against me, my spouse (if any), family members, dependents, estate, personal representatives, successors, assigns, and any entity or enterprise by whom I or any other person or party that may incur such any such losses or damages, may be insured and/or indemnified for or against; and will be construed and enforced according to the laws of Oregon, subject to the jurisdiction of the Courts of the United States as to matters purely maritime in nature.*

4. *I fully acknowledge and agree to the terms of the attached DragonSports USA Provisional Membership waiver.*

Signature of Guest Paddler: _____ Date Signed: _____

Address: _____
Street Address City, State Zip

Date of Birth: _____ Cell or Home Phone: _____ Cell Carrier: _____

Email Address: _____ Please add to club email list for Team: _____

For Guest Paddlers under age 18, my signature certifies that I, as parent/guardian with legal responsibility for this Guest Paddler, do consent and agree to all of the above conditions.

Signature of Parent/Guardian: _____ Date Signed: _____

Email Address: _____ Cell or Home Phone: _____



DragonSports USA
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www.dragonsports.org

PROVISIONAL MEMBERSHIP WAIVER

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DragonSports USA, Inc. (DSUSA) is an Oregon Amateur Sports Club whose mission is to promote fitness and friendship through paddle sports. The club furnishes paddles, personal flotation devices, dragon boats and outrigger canoes for training at regular practices held throughout the year. Dragon boat teams may be organized for participation in races. Members are required to follow all DSUSA Safety Rules & Guidelines, US Coast Guard rules governing boating and river navigation, and be at least 14 years old.

Provisional members that have signed this waiver are entitled to three free practices before they must join DSUSA. Thereafter, there is a one-time membership fee of \$40.00 (\$20.00 for students 18 years of age or younger) to join DSUSA (please complete the Membership Application). Teams may also charge paddling dues in addition to the DSUSA one-time membership fee. Please refer to www.dragonsports.org for current open practice paddling dues or contact your team captain for specific team dues.

WAIVER, RELEASE, AND COVENANT NOT TO SUE

PLEASE READ CAREFULLY BEFORE SIGNING

This waiver must be signed before participation in any event sponsored by DSUSA is allowed.

I hereby certify and declare that I am an applicant in a paddling program that provides periodic practices in watercraft owned by DSUSA. In consideration for the privilege of using the watercraft for paddling activities, I do hereby personally, without reservation, waive, release, acquit, and forever discharge the watercraft owner, officers and Board of Directors of DSUSA, agents, and employees from any and all suits, claims, demands, or assertions of liability, injury to incorporeal interests, or other like damages occasioned by, arising from, or otherwise connected with my participation in the said program, and do personally covenant that no action of law or suit in equity shall be brought against the sponsors, owners, or any of them, their officers, agents or employees, or the owner of the premises upon which the activities of the program are to be conducted on account of any matter hereinabove set forth. I declare that I am aware of the contemplated activities and potential risks and hazards therewith. I authorize the sponsors, owners, officers, and employees who may be in charge to direct and control my activities when required for participation. I authorize the person or persons in charge to secure any necessary emergency medical services for myself, agree to pay for such services, and to hold the sponsors, and each of them, and their officers, agents, and employees harmless from any claims thereto. The provisions of this instrument shall be legally binding on my heirs, agents, successors, and assigns.

I agree to be governed by all club bylaws and rules and agree to the waiver, release and covenant not to sue printed herein.

Date: _____

Participant Signature: _____

Printed Name: _____

Email: _____

FOR APPLICANTS UNDER 18 YEARS OF AGE

My signature certifies that I, as parent/guardian with legal responsibility for this applicant, do consent and agree to all of the above conditions.

Date: _____

Parent/Legal Guardian Signature: _____

Printed Name: _____

Membership application/waiver may also be completed online at www.dragonsports.org