

**United States Dragon Boat Federation
Team USA
Waiver of Liability and Hold Harmless Agreement**

I. Background

- The United States Dragon Boat Federation (USDBF) is a non-profit, 501(c)(3) qualified corporation. USDBF supports national dragon boat crews in every IDBF competitive division, under the name Team USA.
- In order to become a member of Team USA, dragon boat paddlers must engage in a series of fitness tests and paddle sport activities that are strenuous and demanding. I have decided to seek a position on Team USA and have, consequently, decided to engage in these fitness tests and paddle sport activities of my own volition. I know of no physical limitations or health concerns that would limit my ability to engage in the fitness testing and paddle sport activities required to compete for a position on Team USA.
- I recognize that, during the fitness testing and paddle sport activities I will be using the equipment and/or facilities of certain host paddling organizations. I understand that if I am injured while participating in USDBF sponsored fitness testing and paddle sport activities, by signing this agreement, I will give up the right to sue USDBF, USDBF coaches and the host paddling organization. "Paddle sport activities," as used in this Agreement, shall include dragon boating, outrigger canoeing, as well as any necessarily related activities, such as loading in and unloading from the paddle craft, assisting in bringing the paddle craft to the dock, and waiting on the docks or surrounding areas to participate in paddle sport activities.

II. Assumption of Risk/Warranty

- I understand that fitness testing and paddle sport activities involve substantial physical exertion. I understand that if my physical condition is incompatible with fitness testing and paddle sport activities that I should not engage in these activities. If I engage in the fitness tests or enter the boat, I assume the risk if I should suffer some sort of physical ailment.
- I understand that paddle sports involve inherent risks. These risks may include capsizing; collision with other boats; sudden climactic changes that may create dangerous conditions on the water; lightning; exposure to wind, sun and cold; steering misjudgments by the steersperson; slipping and falling while loading and unloading, and a variety of other risks. I understand these risks and freely assume them.
- I understand USDBF's coaches and organizers face serious challenges each time the boats embark from the dock or they supervise fitness tests. While I understand that they will always seek to create and maintain a safe environment, they are not infallible. They may not be aware of a member's fitness level or ability. They may misjudge the weather, the elements, the currents, or the size and strength of oncoming waves. They may give inadequate instructions or warnings. Equipment may malfunction. I understand these risks and freely assume them.
- I warrant that I am able to swim in water over my head.

III. Waiver of Liability

I waive my right to sue USDBF and the host paddling organization as well as their respective directors, officers, employees, coaches, steerspersons or representatives in the event of my accidental death or injury while engaged in fitness testing and paddle sport activities.

IV. Hold Harmless/Indemnification

In the event that my own actions should cause property damage or personal injury to any third party while engaged n fitness testing or paddle sport activities, then I agree to indemnify and hold harmless USDBF and the host paddling organization from the claims of the injured third parties.

V. Binding Agreement/Consideration

This agreement shall be binding on me, on my estate and on any person or organization that seeks to make a claim through me. I understand that, in consideration of this Agreement, I will be offered an opportunity to try out for a position on Team USA and I will be able to use the facilities and equipment of the host paddling organization.

I have read and understand this Agreement. I am not relying on any oral statements that are contrary to what is stated in this Agreement. I am aware that, by signing this Agreement, I am giving up my right to sue USDBF, USDBF Coaches, and the organization(s) hosting the Team USA try-out or camp.

Signature _____

Print Name Below _____

Date: _____