

Chalk Banks Challenge & River Festival

WAIVER AND RELEASE OF LIABILITY

****READ BEFORE SIGNING****

Name of Event: Chalk Banks Challenge and River Festival Date of Event: May 19, 2018

In consideration of being allowed to participate in any way in the Chalk Banks Challenge & River Festival program, related events and activities, the undersigned acknowledges, appreciates, and agrees that:

The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death; and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,

I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others and assume full responsibility for my participation; and, I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such hazard to the attention of the nearest official immediately; and, I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE AND HOLD HARMLESS** the United States Canoe Association, the North Carolina Canoe Racing Association, the Lumber River State Park Citizen Advisory Committee, the Lumber River State Park, the Town of Wagram, and Scotland County, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), **WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

I acknowledge that I am aware of the safety rules and regulations applicable to this event including the use of life jackets and lightning safety, and that I will attend the pre-event/pre-race meeting.

I also acknowledge that photographs and video may be taken of me in my participation in and attendance at this event, and hereby freely agree to allow without restriction all uses of such photos and videos in the reporting of this race, and/or in the pro motion of this event, its location, other sporting events, sport in general, and/or related purposes.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____ DATE Signed: _____
(Participant's Signature)

X _____
(Participant's name and address) **Please Print** (email address)

X I am part of an organization registered as: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION) This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above, of all the Releases, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releases from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES**, to the fullest extent permitted by law. I further agree to the photographic and video release set forth above.

X _____
(Parent/Guardian Signature) Date Signed (Emergency phone number)