

# TYPICAL FMG PARTICIPATION WAIVER

Team Name: \_\_\_\_\_  
Team Manager: \_\_\_\_\_ Phone: \_\_\_\_\_

## **WAIVER OF LIABILITY RELEASE INDEMNIFICATION & HOLD HARMLESS NOTICE FMG' CancerCare Manitoba Foundation Manitoba Dragon Boat Festival**

I have signed my name on the reverse in consideration for receiving permission to participate in the CancerCare Manitoba Foundation Manitoba Dragon Boat Festival, as well as join in practice sessions, enter the premises, waterways and grounds supervised or in any way controlled by that organization. In consideration of this permission, and for other good and valuable consideration the receipt and sufficiency of which is acknowledged, I hereby agree to forever RELEASE from any and all liability, discharge and agree not to sue the Dragon Boat Festival Manitoba Inc., Manitoba Dragon Boat Festival Inc, K.D.K.S. Facility Marketing Group Inc., CancerCare Manitoba Foundation, FMGI Dragon Boat, Winnipeg Harbour Master, Shaw Communications Inc., The City of Winnipeg, The Forks National Historic Site, The Forks North Portage Partnership, Parks Canada, St. Vital Park, all Sponsors/Volunteers, All Event Participants, all sponsors and their respective directors, members, trustees, agents representatives, officers, sponsors, licensors, servants, employees, and authorized representatives hereafter referred to as "the Organizers" and agree to hold and save them HARMLESS AND INDEMNIFY them from and against any and all liabilities, claims, injuries, losses, damages, expenses, demands, actions, and causes of action of whatsoever kind or nature arising out of or related to any such loss, damage, or injury, including death, etc. that may be sustained by me for whatever reason while participating in or upon the premises leased, permitted, supervised, or controlled by "the Organizers" and their respective directors, members, trustees, agents representatives, officers, sponsors, licensors, servants, employees, and authorized representatives for such damages or costs associated therewith incurred by me. I understand and agree that the event maybe cancelled, changed, or adjusted due to conditions beyond the control of the organizers. These conditions include water level, current, weather conditions, as well as the safety of participants. The cancellation, change or adjustments is at the sole discretion of the "Organizers" and that the team or I will not receive or seek a refund of fees paid. I also agree to release and discharge forthwith on the request of "the Organizers" and their respective directors, members, trustees, agents representatives, officers, sponsors, licensors, servants, employees, and authorized representatives each and every obligation or claim which shall be made, assigned or apportioned against "the Organizers" and their respective directors, members, trustees, agents representatives, officers, sponsors, licensors, servants, employees, and authorized representatives by any party by virtue of any injury or damage caused by me absolutely. I also agree to compensate event organizers for any fines or charges levied against them due to my actions in violation of any city, provincial or federal regulation.

I and my next of kin are duly aware of the risks and hazards inherent in the sport of Dragon Boat Racing and upon entering the premises used for the purpose of launching, docking, and storing equipment used in the sport of Dragon Boat Racing and in participating in the 2010 CancerCare Manitoba Foundation - Manitoba Dragon Boat Festival and practice sessions held at said premises and participating in said events, knowing conditions that may be hazardous and dangerous and that obstructions may exist, and I hereby voluntarily assume all risks of loss, damage, or injury, including death, may be sustained by me or to any property while in or upon said premises or engaged in said event. I agree to abide by and follow all rules of participation as published and/or expressed.

I am aware that the sport of Dragon Boat Racing involves a large measure of physical exertion and so should not be attempted by anyone with health conditions that may be affected by such physical exertion. By signing this document, I hereby certify that I do not suffer from any health conditions that may affect my ability to safely participate in Dragon Boat Racing or the practice events.

I further agree and give permission to use photo's still or otherwise of me in promotions for the Manitoba Dragon Boat Festival and FMG Events with out compensation. In signing the foregoing release, I hereby acknowledge and represent, that I have read the foregoing release, understand it and agree to it voluntarily, that I am 18 years of age or older, and of sound mind, or will be 14, 15, 16, 17 or 18 years of age prior to December 31 of this year and I have co-signed with a parent or guardian, as the case may be. Proof of age may be required. As a member, participant or Team Manager or Captain I understand and agree that it is my responsibility to have every participant on my team sign this waiver prior to participating.

**FMG's CancerCare Manitoba Foundation Manitoba Dragon Boat Festival  
Team Roster/Liability Waiver Form**  
**ALL TREAM MANAGERS MUST HAND THIS FORMS TO FMG COORDINATOR AT YOUR FIRST TEAM PRACTICE**  
**and**  
**are responsible for the information provided and that all participants sign this document waiver**

Please note that substitution of paddlers or use of athletes not listed on this roster will lead to disqualification of the team. If you don't fully understand this statement ask for clarification from one of the Race Officials. A team roster MUST contain a minimum of 16 paddlers, one steerperson and one drummer for a maximum of 25 in TOTAL. If a team participant is under the age of 18 please print the participants name followed by the legal guardian's signature. Proof of age may be required. Participants can only be on one team roster and must participate with only that team.