

WFMCC & Puff Puff Dragon Boat Liability Waiver

Participant's Name: _____
Street Address: _____
City, State, Zip: _____
Your Phone and (Emergency Contact) _____
Add to E-Mail List , Facebook group page :

You must read and thoroughly understand this waiver in its entirety before you sign it.

STATEMENT OF RISKS:

There are significant elements of risk in any adventure, sport, or activity associated with watersports, the outdoors, the presence or use of motorized watercraft, and activities incidental thereto (referred to herein as "the Activity").

Although we have taken reasonable steps to provide you with appropriate equipment, the Activity is not without risk.

Certain risks cannot be eliminated without destroying the unique character of the Activity. The same elements that contribute to the unique character of the Activity can be causes of loss or damage to equipment, cause accidental injury, illness, or in extreme cases, permanent trauma or death. While we do not want to frighten you or reduce your enthusiasm for the Activity, we do think it is important for you to know in advance what to expect and to be informed of the inherent risks.

ACKNOWLEDGEMENT OF RISKS: I the undersigned participant acknowledge the inherent risks of participating in the Activity.

I acknowledge and agree that those risks include but are not limited to:

1) Changing water flow, currents, wave action and boat wakes; 2) Collision with any of the following: other participants, the interior of the watercraft in which I am riding or any other portion of said craft, other watercraft, and man-made or natural objects; 3) Inclement weather, lightning, variances and extremes of wind, weather and temperature; 4) Collision or capsizing, or other hazard which results in wetness, injury, exposure to the elements, hypothermia, or drowning; 5) Getting in or out of the craft; 6) Equipment failure or operator error; 7) Heat- or sun-related injuries or illnesses including sunburn, sunstroke or dehydration; 8) Fatigue, chill, and dizziness, which may diminish my reaction time and increase the risk of an accident.

I further acknowledge that the above in no way limits the extent or reach of this release and covenant not to sue. I am aware that the Activity entails risks of injury or death. I have fully read and understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death as a result of participation in the Activity.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:

I hereby knowingly and freely assume all such risks, both known and unknown, including full responsibility for and risk of bodily injury, death or property damage as a result of my participation in the Activity and/or my use of the rented equipment, even if the injury, death or property damage is caused, in whole or in part, by the negligence of the World's Fair Marina Canoe Club (WFMCC and Puff Puff Dragon Boat), and any or all of their owners, officers, directors, agents, subsidiaries, committees, boards, and employees (hereinafter "the releasees").

I verify that I am physically fit and sufficiently qualified, trained and capable to participate in the Activity. I assume full responsibility for myself and any minor children for whom I am responsible, for any bodily injury, accident, illness, death, loss of personal property and expenses related thereto as a result of any accident which may occur while I participate in the Activity. I assume the risks of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments, fractured or broken bones, eye damage, cuts, wounds, scrapes, abrasions, contusions, dehydration, drowning, oxygen shortage (anoxia), exposure, head, neck, and spinal injuries, bite or attack by an animal or insect, allergic reaction, shock, paralysis or death.

I agree to refrain from using alcohol or drugs prior to and during my participation in the Activity.

I agree to wear a Coast-Guard-approved personal flotation device (PFD or life jacket) during the entire time that I am participating in the Activity.

I agree that the rented boat will not be removed from the body of water on which the rental facility is located, including portaging around any outlets of Flushing Bay or any body of water outside of the Bay. If I observe any unusual significant hazard during my presence or participation in the activity, I will remove myself from participation and bring such to the attention of the nearest staff member immediately.

RELEASE & WAIVER OF LIABILITY:

I, the undersigned, for myself, my heirs, representatives, assigns, and next of kin, in consideration of the rental of equipment to me, do fully and forever release, waive, discharge, hold harmless, and covenant not to sue the releasees from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin, for death, personal injury, or property damage and from any and all claims, demands, suits, loss, and causes of action asserting or on account of death, personal injury, or property damage suffered or sustained by me or any person or property as a result of or arising out of my participation in the Activity, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law.

I agree that any and all disputes between myself and the releasees arising from my participation in the Activity and/or use of this equipment, and including any claims for personal injury and/or death will be governed by the laws of New York City, New York State and exclusive jurisdiction thereof will be in the state court residing in the county where the alleged tort occurred or the federal courts of the New York State.

I, the undersigned, have carefully read this release of liability and assumption of risk agreement in its entirety and fully understand its terms. I understand that this release is a contract and sign it with my own free will and voluntarily without any inducement. I also understand that this contract is severable; in other words, that if any part of it is held by a court of law to be unenforceable, the rest of it shall survive.

I agree that no oral statements or representations, apart from the language of the above agreement, have been made. I will be responsible for the full replacement cost of any equipment I have rented from WFMCC and Puff Puff Dragon Boat and agree to pay for damages to or replace such equipment in the event of any damages other than reasonable wear and tear.

I hereby certify that I am over 18 years of age. If I am not over 18 years of age, my parent or legal guardian has also read, and signed this release.

Participant's Signature

Age _____

Date ____/____/____

FOR PARENTS/GUARDIANS OF PARTICIPANT(S) OF MINOR AGE (under age 18):

This is to certify that I, the undersigned, as parent/guardian with legal responsibility for the minor participant(s) named below, do consent and agree to his/her release, as provided above, of the releasees, and that I, for myself, my heirs, representatives, assigns, and next of kin, do release and agree to indemnify and hold harmless the releasees from any and all liability as a result of or arising out of my minor child's participation in the Activity, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law.

Minor Participant's Name: _____

Age _____

Minor Participant's Name: _____

Age _____

Minor Participant's Name: _____

Age _____

Parent/Guardian Signature

Date ____/____/____