Text

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I do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with water activities. I fully understand that these risks can lead to personal injury, illness, paralysis, permanent disability, and death or damage to my property. Additionally, I understand that there are also risks associated with water activities, including, but not limited to the possible injury or loss of life as a result of a boat accident, as well as travel to and from activity sites, drowning, capsizing, rough water conditions, water hazards, boating in unfamiliar water, using boating equipment, injuries inflicted by animals, insects, reptiles or plants, accidents or illness in remote places without medical facilities, man-made objects in the water or on land including but not limited to: ropes, bridge pilings, piers, boat ramps, bulkheads, rip-rap, and submerged hazards, the forces of nature including lightning, weather changes, water level changes and others not named and my physical condition and the physical exertion associated with water activities. Despite the potential hazards and dangers associated with the activity of water activities, I voluntarily agree to participate in the water activity and hereby accept and assume all such risks, known and unknown, and assume all responsibility for the losses, costs and/or damages following such injury, disability, paralysis or death, even if caused, in whole or part, by the negligence of WHDA or River Vibes. I understand the nature of the water activity and my experience and capabilities and believe myself qualified and able to participate in the activity. I affirm that I can swim, and I agree to wear a personal flotation device (life preserver) while participating in this activity. I understand that I may inspect the premises, facilities, and equipment to be used or with which I may come in contact. If I believe anything is unsafe, I will immediately refuse to participate further in the water activity. I understand there is no penalty or forfeiture of any sort if I withdraw. This waiver also provides WHDA, River Vibes, and the City of Washington authorization to use photos and videos of participants for promotional purposes. In consideration of being allowed to participate in the water activity, as well as the use of any of the facilities and the use of the equipment of the below listed releases, I hereby agree as follows: (1) TO WAIVE AND RELEASE ANY AND ALL CLAIMS based upon negligence, active or passive, with the exception of intentional, wanton or willful misconduct, that I may have in the future against any of the following named persons or entities and their officers, directors, employees, representatives, agents and volunteers: City of Washington, NC, River Vibes, Downtown Washington on the Waterfront DBA Washington Harbor District Alliance (WHDA), their employees and volunteers (2) To release City of Washington, NC, River Vibes, WHDA, its officers, directors, employees, representatives, agents and volunteers, from liability and responsibility, whatsoever, for any claim of action that I, my estate, heirs, executors or assigns may have for any personal injury, property damage or wrongful death arising from the water activity whether caused by active or passive negligence of WHDA, River Vibes, their employees and volunteers, or otherwise with the exception of gross negligence. By executing this document, I agree to hold WHDA and/or River Vibes harmless for any injury, including paralysis or permanent disability, or loss of life which may occur during the water activity. (3) By entering into this agreement, I am not relying on any oral or written representation or statements made by WHDA, City of Washington, and River Vibes, other than what is set forth in this agreement. I further agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina. (4) If any provision of this release is found to be unenforceable or invalid, that provision shall be severed from this contract. The remainder of this contract will then be construed as though the unenforceable provision had never been contained in this document. With the activity having been fully explained to me and all of my questions answered to my satisfaction, I agree to participate in the activity, fully aware of the activities and risks that may be involved. I also understand that this is a legal document which is binding on me, my heirs and assigns and on those who may claim by or through me. For minors: I, the minor’s parent and/or legal guardian, understand the nature of boating activities and the minor’s experience and capabilities and believe the minor to be qualified, in good health, and in proper physical condition to participate in such activity. I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless each of the releasees from all liability, claims, demands, losses, or damages on the minor’s account caused or alleged to be caused in whole or in part by the negligence of the “releasees” or otherwise, including negligent rescue operations and further agree that if, despite this release. I the minor or anyone on the minor’s behalf makes a claim against any of the releasees name above, I will indemnify, save, and hold harmless each of the releasees from any litigation expenses, attorney fees, loss liability, damage, or cost which may incur as the result of any such claim.

Participant Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Age: \_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_