

**FIRST PARTICIPANT**  
**2009 CANOEFEST PARTICIPANTS WAIVER**  
**RELEASE OF LIABILITY      READ BEFORE SIGNING**

I, x (PRINT NAME) \_\_\_\_\_, the undersigned, in consideration of being allowed to participate in anyway in the CANOEFEST Races and Festival program, its related events and activities, acknowledge, appreciate, and agree that:

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

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or other, and assume full responsibility for my participation; and,

3. I willingly agree to comply with the stated customary terms and conditions of participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from the participation and bring such to the attention of the Company immediately; and,

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS CANOEFEST, THE CANOE FESTIVAL CLUB, THE FRANKLIN COUNTY COMMUNITY FOUNDATION, and their officers, officials, agents, employees, and/or volunteers, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OR 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 \_\_\_\_\_  
PARTICIPANTS SIGNATURE

Age: \_\_\_\_\_ Date signed: \_\_\_\_\_

**FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE**  
**(UNDER 18 AT 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 Releasees, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees 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.

x \_\_\_\_\_  
PARENT/GUARDIAN SIGNATURE (print name)

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

**SECOND PARTICIPANT (if applicable)**  
**2009 CANOEFEST PARTICIPANTS WAIVER**  
**RELEASE OF LIABILITY      READ BEFORE SIGNING**

I, x (PRINT NAME) \_\_\_\_\_, the undersigned, in consideration of being allowed to participate in anyway in the CANOEFEST Races and Festival program, its related events and activities, acknowledge, appreciate, and agree that:

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

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or other, and assume full responsibility for my participation; and,

3. I willingly agree to comply with the stated customary terms and conditions of participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from the participation and bring such to the attention of the Company immediately; and,

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS CANOEFEST, THE CANOE FESTIVAL CLUB, THE FRANKLIN COUNTY COMMUNITY FOUNDATION, and their officers, officials, agents, employees, and/or volunteers, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OR 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 \_\_\_\_\_  
PARTICIPANTS SIGNATURE

Age: \_\_\_\_\_ Date signed: \_\_\_\_\_

**FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE**  
**(UNDER 18 AT 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 Releasees, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees 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.

x \_\_\_\_\_  
PARENT/GUARDIAN SIGNATURE (print name)

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