



## The Pensacola Dragon Boat Festival 2024 (“PDBF”) Participant Agreement, Release and Liability Waiver, and Media Consent

In consideration for the Pensacola Dragon Boat Festival (PDBF) accepting and allowing me \_\_\_\_\_ to participate in, attend, and/or assist with one or more of its 2024 events, including without limitation, any race, festival, clinic, practice or other gathering or event affiliated with PDBF (The EVENT), I hereby agree on this \_\_\_\_ day of \_\_\_\_\_, 2024 as follows:

1. I acknowledge that my participation in, attendance of, and/or assistance with the EVENT and its activities, including without limitation, dragon boat practices and racing, involve both known and unanticipated risks that may result in my or others’ physical injury, paralysis, death, and/or damage to my or others’ property. I understand that such risks cannot be eliminated and include drowning, injuries from collision with watercraft and other objects; being struck by lightning, hypothermia from prolonged exposure to or immersion in cold water, aggressive or poisonous animal life; exertion injuries to wrists, arms, shoulders, and backs; and slips and Falls; among others.
2. I expressly agree to voluntarily accept and assume all these risks and any other risks, know or unknown, involved in these activities and/or the EVENT. My participation in, attendance of, and/or assistance with these activities and/or the EVENT is purely voluntary. I elect to participate, attend and/or assist despite these known and any unknown risks.
3. I agree on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative, and estate, to release, discharge, and waive any claims I may have against Pensacola Dragon Boat Festival, Northeast Pensacola Sertoma Club Inc , Gulf Coast Kids House Inc., Escambia County Schools Foundation, The City of Pensacola, Dynamic Dragon Boat Racing LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as “the released parties) which are in any way connected with my participation in, attendance or, and/or assistance with these activities and/or the EVENT or my use of the Released Parties’ equipment or facilities, including any such claims which alleged negligent acts or omissions of the Released Parties’ equipment or facilities, including any such claims within allege negligent acts or omissions of the Released Parties. I agree that I have and do waive any rights I may have to maintain a lawsuit or make a claim against the Released Parties based on any such injury or damage. I further agree that in the event the Released Parties or any of them are required to incur attorney’s fees or costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent and agree that I either have adequate insurance to cover any injury or damage I may cause or suffer while participating in, attending, or assisting with the EVENT, or I will bear the costs of such injury or damage myself.
5. I agree that any litigation arising out of my participation in, attendance of, and/or assistance with the EVENT shall be filed in the state of Florida, and that the law of the state of Florida shall apply in any such action notwithstanding the conflict of the law rules of this or any other state. I agree that if any portion of the agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
6. I consent to the unrestricted use of my image, in connection with the EVENT and/or the Released Parties, including but not limited to any photographs, audio or video recordings, or use of my name in connection with television, radio, electronic or print media.

### **I have read this agreement, understand it and agree that I am bound by its terms.**

Signature of Participant \_\_\_\_\_ Print Participant Name \_\_\_\_\_  
Participant’s Address \_\_\_\_\_ Participants Phone Numbers \_\_\_\_\_  
TEAM NAME \_\_\_\_\_ Email Address \_\_\_\_\_

**FOR PARTICIPANTS OF MINORITY AGE (UNDER 18 AT THE TIME OF REGISTRATION)** This is to certify that I, as parent/legal 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 Releasers from any and all liabilities incident to my minor child’s involvement or participation in these programs as provided above, EVEN IF ARISING FROM NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law. I further agree to the photographic and video release set forth above.

Parent/Legal Guardian Name & Address: (Please Print) \_\_\_\_\_  
Address: \_\_\_\_\_ Emergency Contact# \_\_\_\_\_  
Signature of Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_