

Asian Festival -Waiver of Liability for Activity Participation

Instructions

- 1.) All Participants age 18 and over, please complete PART A only.
- 2.) All Participants under age 18 must sign PART A and have a parent or legal guardian also sign PART B.

PART A – CONSENT AND RELEASE FROM LIABILITY

Activity, as used herein, shall include any organized, supervised, or authorized activities, on or off the water, in which a member or guest of the Asian Festival Corporation, its related activities or an affiliate group may engage.

By participating in any activities furthering the mission of Asian Festival Corporation and all related activities defined below, I agree to abide by in spirit and in practice the following conditions for participating from the onset to the conclusion of my active participation.

- 1.) I currently have no known physical or mental condition that would impair my capability for full participation as intended and expected or me.
- 2.) I understand and appreciate that participating in all related activities, despite all reasonable precautions implemented for my safety as a participant, could carry a risk of injury in isolated cases, including death in the rarest of cases. I also understand and appreciate that controlling the risk is a responsibility that as a participant I must share when participating in said activities. Consequently, unless I have expressed a particular safety concern to an appropriate, responsible person associated with this activity, by my continued participation, I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND RESPONSIBILITIES FOR LOSSES, COSTS, DAMAGES, AND INJURIES RESULTING FROM MY PARTICIPATION.
- 3.) I hereby release, discharge, covenant not to sue, through this writing and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages caused or alleged to be caused in whole or part by the operations, and further agree that if, despite this release, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as the result of any such claim. This release includes actions of my heirs, executors, administrators, successors, and assigns and will release, discharge, and forever waive any cause of actions, suits, claims, and demands whatsoever, in law or in equity, against the Asian Festival Corporation, its officers, directors, advisors or agents, Great White North Communications LTD, any affiliate group, lessors of premises, or any individual or entity holding legal title to any property or premises upon which organized activities are conducted (including the Dragon Boat Festival, Martial Arts, Performing Arts, Health Fair activities and participants), or any sanctioned event, from any litigation's expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of such claims.
- 4.) I give consent for any assigned representatives or agents of the Asian Festival Corporation to provide medical/athletic training attentions, transportation, housing, meals, and emergency medical services as warranted. If I choose to obtain these attention and services from other than that provided, I accept full responsibility for such actions and their consequences.
- 5.) I agree to abide by the general rules of conduct prescribed for participation in this activity and for guests of the facility associated with the sanctioned activities.
- 6.) I agree to assume financial responsibility for any health or other personal loss incurred while participating in any and all related activities behalf of the Asian Festival Corporation that are not covered by my insurance and other insurance coverage that may be provided to all participants in these activities.
- 7.) The Asian Festival Corporation reserves the right to use, supply, disseminate, etc., photographs, taped footage, statements, and other likenesses to the press, television or other media as they see fit.
- 8.) **I have read this agreement, fully understand its terms, understand that have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.**

NAME: _____ SIGNATURE: _____ Date: _____

REPRESENTATIVE ORGANIZATION (If Applicable) _____

PART B PARENT/GUARDIAN CONSENT (if participant is under age 18)

I have been given the opportunity to explain to my son/daughter the aforementioned stipulated conditions and their ramifications, and I consent to his/her participation in this activity under the above stipulated conditions. 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 part by the 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 above Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as the result of any such claim.

MINOR PARTICIPANT'S NAME _____ SIGNATURE _____ DATE _____

PARENT OR LEGAL GUARDIAN NAME _____ SIGNATURE _____ DATE _____

REPRESENTATIVE ORGANIZATION (IF Applicable) _____