

**ATHLETIC WAIVER AND RELAEASE OF LIABILITY**  
**~~ READ BEFORE SIGNING ~~**

Name of Event: CANTON CANOE WEEKEND: RUSHTON MEMORIAL CANOE RACES

Date of Event: MAY 3 & 4, 2008      Location: Canton NY, 13617

In consideration of being allowed to participate in any way in the above mentioned event and related events and activities, the undersigned acknowledges, appreciates and agrees that:

The risk of injury from the activities involved in this program is significant, including emersion in cold water, hypothermia, drowning, the potential for permanent paralysis and death, loss of equipment, personal items and canoes and kayaks and while particular rules, equipment and personal discipline may reduce this risk, the risk of serious injury does exist; and,

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

I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and, I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS the CANTON CANOE WEEKEND COMMITTEE, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASES"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, or for the loss of income or companionship, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE FOR INJURIES NOW OR IN THE FUTURE.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF 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. The releasee agrees that should a law suit be brought against the event, its sponsors, etc, that the releasee will indemnify and pay all costs necessary to defend the lawsuit and the cost of any judgments rendered. The releasee's signature also indicates a release of photo or likeness waiver.

X \_\_\_\_\_ Date signed: \_\_\_\_\_  
(Participant's signature)

X \_\_\_\_\_  
(Participant's name and address – Please print)

**For participants of minority age (under age 18 at the 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 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 \_\_\_\_\_ Emergency phone number: \_\_\_\_\_  
(Parent/Guardian signature)

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

**ALL PARTICIPANTS MUST HAVE A SIGNED WAIVER TO REGISTER  
AND TO PARTICIPATE IN THIS EVENT**