

**PACIFIC NORTHWEST OUTRIGGER RACING CANOE ASSOCIATION
ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT**

Club Name: _____ **USACK #** _____

Name: _____ **Date of Birth:** _____ **Age:** _____ **Sex:** _____
(please print)

Name of Parent/Guardian, if under 18 years: _____
(please print)

Address _____ **Phone:** _____

City: _____ **State:** _____ **ZIP:** _____

Year started paddling _____

Adult Paddler Classification:

NOVICE (under 2 yrs. Experience) _____ **OPEN (over 2 years of experience):** _____

MASTER WOMEN (40 yrs.) _____ **Sr. MASTER WOMEN (50Yrs)** _____

MASTER MEN (40yrs) _____ **Sr. MASTER MEN (50 yrs)** _____

GOLDEN MASTER WOMEN (55 yrs) _____ **KUPUNA MASTER WOMEN (60 yrs)** _____

GOLDEN MASTER MEN (55 yrs) _____ **KUPUNA MASTER MEN (60yrs)** _____

I, the above-named person, being above age 18, or the legal guardian of the above-named person who is under age 18, in consideration of being allowed to participate in outrigger canoe activities sponsored by the Pacific Northwest Outrigger Racing Canoe Association (hereinafter PNW-ORCA) and/or its member clubs, hereby acknowledge, agree, promise and covenant with PNW-ORCA on behalf of myself, the referenced minor child, our heirs, assigns, personal representatives and estates, as follows:

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS: I understand and acknowledge that in participating in activities sponsored by PNW-ORCA and/ or its member clubs, I am exposing myself, or the minor child named above, other participants, and/ or third parties, to certain risks and dangers including, but not limited to, physical injury, death, illness, disease, emotional distress, loss of income, medical and/ or funeral expenses, and/ or damage to our property.

I understand that these risks of damage are inherent risks of participating in outrigger canoe activities for a number of reasons, including but not limited to, the nature of the activities themselves; the training, acts, omissions, recommendations or advice given by individuals, including PNW-ORCA and Club representatives, their agents, employees or any other persons or entities concerning outrigger canoe activities; latent or apparent defects or conditions in the canoes and other equipment; use or operation, by myself or others, of canoes and/ or other equipment; weather conditions ; the physical condition of myself or the referenced minor child, or my/our own acts or omissions; first aid, emergency treatment or other services rendered by persons including the PNW-ORCA, its member clubs, their employees or agents; and consumption of food or drink. I understand and acknowledge the above list of reasons is not complete or exhaustive.

I accept and assume all risks of participating in activities sponsored by the PNW-ORCA and/ or its member clubs, including but not limited to physical injury, death, illness, disease, emotional distress, loss of income, medical and/ or funeral expenses, and/ or damage to property. I acknowledge and agree that participation in

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these activities by me or any referenced minor child is purely voluntary, no one is forcing me/us to participate in spite of the risks.

WARRANTY OF PHYSICAL AND MENTAL CONDITION: I certify that neither I, nor any minor child I allow to participate in these activities, has any medical or physical condition which will expose me/us, or third parties participating in the activities to risk of illness, injury, or death, or loss of property. I understand that neither the PNW-ORCA nor its member clubs, will make any special arrangements to maintain my/our health while participating in activities sponsored by the PNW-ORCA or its member clubs, and I assume the responsibility for that myself.

RELEASE: I hereby voluntarily release and forever discharge the PNW-ORCA, its agents, employees, member clubs and all other persons or entities associated with it, including other participants, from any and all liability, claims, demands, actions or causes of action, including those for any and all injury, death illness, disease, or damage to myself or to my property, and/or for any and all injury, death, illness, disease, or damage to any minor child on whose behalf I sign this document, which are related to, arise out of, or are in any way connected with my/such child's participation in the above-referenced activities, including but not limited to those arising from any negligent or reckless acts or omissions, strict liability, or breach of contract, of the PNW-ORCA, its member clubs, agents or employees, and all other persons or entities associated with it, or latent or apparent defects in equipment and facilities owned by the PNW-ORCA and/or its member clubs.

I further agree, promise and covenant to hold harmless and indemnify the PNW-ORCA, its member clubs, agents, employees, and all other persons or entities associated with it, for any injury, death, illness, or disease, or damage to myself or to my property, or to any minor child on whose behalf I sign this release, which arises from or is connected with my/such child's participation in the above-referenced activities. Furthermore, I agree, promise and covenant to hold harmless and indemnify all the above-named parties from any and all claims, damages, or expenses of any third party alleging negligent or reckless acts or omissions of myself or any minor child on whose behalf I sign this release.

IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE, INCLUDING MYSELF AND MY MINOR CHILD, IS HURT OR ANY PROPERTY IS DAMAGED WHILE I OR MY MINOR CHILD IS PARTICIPATING IN THE ABOVE-REFERENCED ACTIVITIES, THAT NEITHER I NOR MY MINOR CHILD WILL HAVE THE RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST THE PNW-ORCA, ITS MEMBER CLUBS, OR THEIR OFFICERS, AGENTS, OR EMPLOYEES, EVEN IF THEY OR ANY OF THEM NEGLIGENTLY CAUSED THE BODILY INJURY OR PROPERTY DAMAGE. I UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM GIVING UP CERTAIN LEGAL RIGHTS AND CLAIMS WHICH I OR MY MINOR CHILD MIGHT OTHERWISE ASSERT OR MAINTAIN AGAINST THE PNW-ORCA, AND THE OTHER PARTIES RELEASED HEREIN.

My signature below indicates that I have read this entire document, understand it completely and agree to be bound by its terms.

Signature: _____ Date: _____