

OCEAN STATE DRAGONBOAT CLUB
Release and Waiver of Liability
Assumption of Risk and Indemnity Agreement

IN CONSIDERATION of being given the opportunity to be a member of the Ocean State DragonBoat Club (OSDBC),

I _____, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, AGREE, and REPRESENT that I understand that the primary nature of the activities in which members of OSDBC are engaged, including paddling both on water and on land (individually an "Activity" and collectively, the "Activities"), require strenuous physical exercise and that I am qualified, in good health, and in proper physical condition to participate in such Activities. I will notify the appropriate coach, supervisor, officer, director, or agent if I have, or develop, any physical problems or health conditions that may affect my ability to participate in the Activities without posing a danger to my health or safety or the health or safety of others.

2. FULLY UNDERSTAND that: (a) the Activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death ("Risks"); (b) these Risks may be caused by my own actions or inactions, the actions or inactions of others participating in the Activities, the condition in which the Activities takes place, or the negligence of the Releasees named below; and (c) there may be other risks and social economic losses either not known to me or not readily foreseeable at this time. **I FULLY ACCEP AND ASSUME ALL RESPONSIBILITY for any and all injury, losses, costs, and damages I may incur as a result of my participation in the Activities.**

3. AGREE and WARRANT that I will examine each Activity in which I participate, and that if I observe any condition which I consider to be unreasonably risky or dangerous, I will notify the proper authority and not take part in the Activity until the condition has been corrected to my satisfaction.

4. HEREBY RELEASE, WAIVE, DISCHARGE, and COVENANT NOT TO SUE OSDBC, its administrators, officers, directors, agents, coaches, volunteers, other participants, sponsors, advertisers, and if applicable, owners and leasers of premises on which the Activities take place (all of which are hereinafter referred to as "Releasees") from any and all liability to undersigned, his or her heirs and next of kin, for any and all claims, demands, losses, or damages on my account, caused or alleged to be caused, in whole or in part arising out of or in connection with the Activities (collectively, the "Liabilities"), including negligent rescue operations, regardless of whether such Liabilities are based on tort (including negligence), breach of contract or other legal theory, and regardless of whether I have been advised of or could have foreseen such Liabilities. I further agree that if, despite this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, and HOLD HARMLESS each of the Releasees from any and all litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as a result of such claim.

This agreement shall be governed by the laws of the State of Rhode Island.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE. I intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law, and I agree that if any portion of this agreement is determined to be invalid, all other parts shall continue in full force and effect.

PERSONAL INFORMATION

Name: _____

Address: _____

City / Town: _____ **State :** _____ **Zip:** _____

Telephone: M: _____ **H:** _____ **W:** _____

E-Mail Address: _____

Date of Birth: _____ **Height:** _____ **Weight:** _____

Emergency Contact Name: _____ **Relation:** _____

Emergency Telephone: _____

Health Information: Do you have any physical or medical condition(s) that may affect your ability to paddle safely?

If yes, please explain: _____

Signature of Participant: _____ **Date:** _____

Printed Name: _____

OCEAN STATE DRAGONBOAT CLUB

Membership Rules and Regulations

Welcome to the Ocean State DragonBoat Club (OSDBC). The OSDBC was founded in 2008, and is a non-profit organization in the State of Rhode Island. We strive to recruit energetic and enthusiastic individuals who will bond together as a team to accomplish our mission:

1. To promote and develop the sport of dragonboat racing.
2. To promote fitness, teamwork, good sportsmanship, and personal and team excellence.
3. To conduct any and all other activities relating to the above.

Qualifications for Membership

Membership in the OSDBC shall be open to all persons who:

1. Are at least 18 years of age.
2. Demonstrate physical fitness and character consistent with the OSDBC mission.
3. Remain current with club dues and fees. Dues and fees are non-refundable.
4. Comply with all rules, regulations, and by-laws of the organization.

Physical Fitness and Character

1. Members must attend a minimum of one (1) practice each week, with no greater than one un-excused absence per month.
2. Members must participate fully and to the best of their ability. Members must notify team coach or director of any physical conditions affecting their ability to participate in the sport.
3. Members must demonstrate progress in physical fitness and sports skills.
4. Members must be on time, prepared, and appropriately attired for practices and events.
5. Members must demonstrate character of integrity and respect.
6. Members may not smoke, consume alcohol, or use any substance which has potential to negatively affect performance during any practice or team event. Use of illegal substances is strictly prohibited.

Team Practice

1. Minimum of two (2) team practice sessions will be held each week, May – October.
2. Practice will consist of any or all of the following: stretching and warm-up exercises, skills and technique review and evaluation, pool, dock and/or boat practice, cardiovascular strengthening and endurance, cool-down exercises, brief team meeting.
3. Team uniform must be worn to all team practices and team events.
4. Camaraderie and social interaction are encouraged, but must be restricted during focused practice time.
5. No one will be permitted to board the boat without PFD (Personal Floatation Device) worn and properly secured.

I have read, understand and agree to comply with the Rules and Regulations of the Ocean State DragonBoat Club. I understand that OSDBC Board of Directors will have final authority over the interpretation and application of these Rules and Regulations.

Printed Name

Signed Name

Date