



PARTICIPANT WAIVER

BY SIGNING THIS FORM, YOU ARE WAIVING IMPORTANT LEGAL RIGHTS *PLEASE READ THIS FORM CAREFULLY*****

1. This Waiver covers my participation in the Pocono Dragon Boat Race activities and practices, on dry land and on Lake Wallenpaupack.
2. Participating in the above activities involve risks, dangers and hazards. For example, a boat could capsize, or boats could collide in good or bad weather. An approved personal flotation device ("PFD") is **mandatory** to be worn by all participants at all times while on the water.
3. I release the following companies and people hereinto "Releasees":
 - a. 22Dragons
 - b. The Chamber of the Northern Poconos
 - c. BIF III Holtwood LLC
 - d. Gresham's Chop House
 - e. Pocono Mountains Visitors Bureau
 - f. Palmyra Township, Pike County PA
 - g. Commonwealth of PA – Fish and Boat Commission
 - j. The directors, officers, employees, agents, affiliates, successors and assigns, independent contractors, sponsors and volunteers any of the above (all of whom are referred to as the Releasees in this Waiver Form), from any and all liability for any loss, damage, injury or expenses that I may suffer as a result of my participation in the activity above, no matter how caused, including if caused by the negligence of any of the Releasees.
4. If someone sues me for negligence, I agree not to claim contribution or indemnity from any of the Releasees. I release the Releasees from all liability that could arise from such a contribution or indemnity claim. I agree to release and forever discharge all Releasees from all claims, demands, and causes of action that I, my representatives or my family may now have, or that may accrue in the future, whether known or unknown at the time of this Release, arising out of or in any manner relating to the Activity.
5. I agree to indemnify all Releasees Parties for any loss or liability, including the costs of settlements, judgments, damages and expenses including reasonable attorney's fees, from all losses, damages and claims ("Claims"), at law or in equity, whether based on statute or regulation or on theories of contract, tort, negligence strict liability, or otherwise, which are brought by or on behalf of anyone other than Releasees Parties or me for injuries or damages to persons or property arising from or in any manner from your acts or omissions relating to the Activity, whether arising from or relating solely to my acts or omissions or arising from or relating to acts or omissions of both me and Releasees Parties. You will defend, at your own expense and with counsel acceptable to Releasees, any suit or action brought against Brookfield Parties based upon any such Claims, whether arising from or relating to acts or omissions of Releasees Parties or arising from or relating to acts or omissions of both me and Releasees Parties.
6. I agree to hold harmless and indemnify the Releasees in respect of any claims, liability, or legal expenses that they incur arising directly or indirectly by reason of a claim brought by me against any person or entity for loss, damage, injury or expenses suffered by me. For example, if I sue a member of another team or my coach or a steersperson for negligence, and that person in turn claims contribution or indemnity from any and all Releasees for all liability claims and legal expenses that it incurs in connection with the contribution and indemnity claim.
7. I confirm that I have attained the age of 16 years and if I am under the age of 18, my parent or guardian has signed this Waiver.
8. I recognize that pictures will be taken, and that these pictures will be published on the social media, or any other publicity.
9. I recognize and agree that I am not allowed to participate in the activity above unless I sign this Waiver. I agree that this Waiver is binding on me and on my heirs, executors, administrators, and legal representatives.

This Participant Permission Form is governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its rules regarding conflicts of laws. By signing below, you agree (or your parent/guardian agrees on your behalf if you are under 18) to be bound by the terms and conditions.

FIRST NAME	LAST NAME	TEAM NAME
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ADDRESS

PHONE #	DATE OF BIRTH	DO YOU HAVE A MEDICAL CONDITION OUR STAFF SHOULD BE AWARE OF (SPECIFY)?
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CONTACT PERSON IN CASE OF EMERGENCY	PHONE NUMBER FOR EMERGENCY CONTACT
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SIGNATURE (OR PARENT/GUARDIAN IF UNDER 18 YEARS OLD)	DATE
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