

# HOEWA'A DALLAS OUTRIGGER CANOE CLUB

## Waiver and Release of Liability

In consideration of being permitted to participate in any way with the Hoewa'a Dallas Outrigger Canoe Club paddling program and related activities ("Activities") I, myself, my personal representatives, assigns, heirs and next of kin:

1. **ACKNOWLEDGE**, agree and represent that I understand the nature of paddle sports and related activities and that I am qualified, in good health, in proper physical condition to participate in such activity and willingly agree to comply with the stated and customary terms and conditions of participation. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the activity. If I decide to leave early and not complete the trip as planned, I assume all risks inherent in my decision to leave.
2. **Fully Understand that:**
  - a. Paddling sports and related activities involve risk and dangers of damage to personal property and serious bodily injury, including permanent disability, paralysis and death ("Risk").
  - b. These risk and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the activity, the condition in which the activity takes place or the negligence of the "releasees" named below.
  - c. There may be other risks and social and/or economic losses either not known by me or not readily foreseeable at this time and I fully accept and assume all such risks and all responsibility for losses, costs and damages I incur as a result of participation or that of the minor in the activity.
3. **Hereby release**, discharge and covenant not to sue the Hoewa'a Dallas Outrigger Canoe Club, it's affiliated clubs or the association to which it belongs; their respective instructors, trainers, trainer educators, administrators, directors, agents, officers, members, volunteers, employees, other participants, any sponsors, advertisers and if applicable, owners and lessors of premises on which the activity takes place, (Each considered one of the "releasees" herein), from all liability, claims, demands, losses, injuries, damage to property or other damage on my account caused or alleged to be caused in whole or in part by the negligence of the "releases" or otherwise; and 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 releases, I will indemnify, save and hold harmless each of the releases from any litigation expenses, attorney fees, loss, liability, damage or cost which any may incur as a result of such claim.
4. I fully understand and give permission to the Hoewa'a Dallas Outrigger Canoe club to use all photos, video, voice and likeness of myself during any Hoewa'a Outrigger Canoe Club, T.O.R.A. (Texas Outrigger Racing Association) or associate outrigger canoe club's events, races, meetings and functions. Uses may include training videos, web site, posters and any advertisement.

I have read this agreement, fully understand it's terms, understand that I 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 to be a complete and unconditional release of all liability to the greatest extent 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 (print): \_\_\_\_\_ Date of birth: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
City: \_\_\_\_\_ State: TX Zip: \_\_\_\_\_

Adult signature: \_\_\_\_\_ Date: \_\_\_\_\_