

DAN HARRIS CHALLENGE WAIVER/RELEASE

IN CONSIDERATION, of being given the opportunity to participate in the **DAN HARRIS CHALLENGE** ("Activity"), I for myself, my personal representatives, assigns, heirs, and next of kin:

ACKNOWLEDGE, agree and represent that I understand the nature of rowing activities, both on water (Bellingham Bay) and land-based, and that I am qualified, in good health, in proper physical condition to participate in such Activity and am proficient in the handling and navigating of water craft that I intend to use in this Activity. Further, I **certify** that my boat is in good condition, has adequate flotation fore and aft to support all occupants in the case of capsizing or swamping, and that one Coast Guard approved personal flotation device will be carried on board for each occupant.

FULLY UNDERSTAND that: (a); ROWING and PADDLING ACTIVITIES INVOLVE RISKS AND DANGERS of serious bodily injury, including permanent disability, paralysis and death ("Risks"); (b) these Risks 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 names below; (c); there may be other risks and social and economic losses either not known to 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 may incur as a result of my participation in the Activity.

AGREE AND WARRANT that I will examine and inspect each Activity in which I take part and that, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Activity and will refuse to take part in the Activity until the condition has been corrected to my satisfaction.

HEREBY RELEASE, discharge, and covenant not to sue the Fairhaven Merchants Association or Dirty Dan Harris Days organizing committee, their administrators, directors, agents, officers, volunteers and employees, other participating Activity organizers, 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 or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations; 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 Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees, from any litigation's expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of such claim.

I have read this agreement, fully understand its 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 be a complete and unconditional release of all liability to the greatest extent allowed 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.

Printed Name of Participant: _____ **Date:** _____

Address: _____ **Phone:** _____

Participant's Signature (only if age 18 or over): _____

Parent/Guardian must sign if Participant is under 18.

This is to certify that my child has my permission to compete in this Activity, is in good physical condition, and that the event officials may authorize any necessary emergency treatment. I concur in and agree to the release and certification set forth above.

Signature of Parent or Guardian: _____

Date: _____