

**BELLINGHAM BAY OUTRIGGER PADDLERS  
ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT**

**Name:** \_\_\_\_\_  
(please print)

**Name of Parent/Guardian, if under 18 years:** \_\_\_\_\_  
(please print)

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

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 Bellingham Bay Outrigger Paddlers (hereinafter BBOP) and/or by members of the Pacific Northwest Outrigger Canoe Association (hereinafter PNW-ORCA), hereby acknowledge, agree, promise and covenant with BBOP 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 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.

**Photograph/Video Release:** I grant to Bellingham Bay Outrigger Paddlers, its representatives and employees the right to take photographs and video of me and my property in connection with the above-identified subject. I authorize Bellingham Bay Outrigger Paddlers, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that Bellingham Bay Outrigger Paddlers may use such photographs or video of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

If you **do not** wish to have your photograph/video released please initial here:\_\_\_\_\_

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

Signature:\_\_\_\_\_

Date:\_\_\_\_\_



**EVENT NAME: Bellingham Bay Classic**  
**EVENT DATE: August 10, 2019**

## AMATEUR ATHLETIC WAIVER AND RELEASE OF LIABILITY

In consideration of being allowed to participate in any way in this sports activity, related events and activities, the undersigned acknowledges, appreciates, and agrees that: The risk of injury from the activities involved in this sport is significant, including the potential for permanent paralysis and death; and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others and assume full responsibility for my participation; and, I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such hazard to the attention of the nearest official immediately; and, I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS **PADDLESPORT RISK MANAGEMENT, LLC; Bellingham Bay Outrigger Paddlers ;City of Bellingham; Pacific NW Outrigger Racing Canoe Association;** their officers & directors, officials, agents, and/or employees, other participants, sponsoring agencies, commissions, sponsors, advertisers, volunteers, coaches, steerers, and, if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. I also acknowledge that photographs and video may be taken of me in my participation in, and attendance at this event, and hereby freely agree to allow without restriction all uses of such photos and videos in the reporting of this race, and/or in the promotion of this event, its location, other sporting events, sport in general, and/or related purposes. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

**PLEASE COMPLETE ALL SECTIONS**

Address: \_\_\_\_\_

(Participant/Member Name: PLEASE PRINT) \_\_\_\_\_

Signature: \_\_\_\_\_

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)** This is to certify that I, as parent/legal guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above, of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law. I further agree to the photographic and video release set forth above.

Parent/Legal Guardian Name & Address: (PLEASE PRINT) \_\_\_\_\_

Address: \_\_\_\_\_ Emergency Contact # \_\_\_\_\_

Signature of Parent/Legal Guardian: \_\_\_\_\_ Date: \_\_\_\_\_