

AMATEUR ATHLETIC  
**WAIVER AND RELEASE OF LIABILITY**

**Mayo Clinic Health System/Boys & Girls Clubs of Greater La Crosse 2019 Dragon Boat Program**

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In consideration of being allowed to participate in any way in Mayo Clinic Health System – Franciscan Healthcare’s/Boys and Girls Clubs of Greater La Crosse Dragon Boat program and related events and activities, including the Big Blue Dragon Boat Festival on June 22, 2019, paddling practices prior, parades and other promotional activities and paddling activities during the remaining paddling season, the undersigned acknowledges, appreciates and agrees that:

1. The risk of injury from the activities involved in this program 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;
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, and assume full responsibility for my participation; and,
3. I willingly agree to wear an approved life jacket fastened at all times while in the boat or on the docks and to ensure personal responsibility for all safety rules and to abide by such rules related to the activity. I understand that I should check the condition of any equipment before and after using and report any problems or concerns to the nearest official; If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless **Mayo Clinic Health System-Franciscan Healthcare; Mayo Clinic; Boys & Girls Clubs of Greater La Crosse; La Crosse Paddling Club; Pan American Dragon Boat Association**; their officers, directors, officials, affiliates, municipalities, agents, and/or employees, other participants, volunteers, sponsoring agencies, sponsors, advertisers, 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.
5. I understand and acknowledge that by signing this Agreement, I have given up certain legal rights and/or possible claims which I might otherwise assert or maintain against persons. I understand and acknowledge that the terms herein are contractual and not a mere recital and that I have a right to bargain and negotiate this Agreement’s terms before I acknowledge it. I have had an opportunity to ask questions of Boys & Girls Clubs of Greater La Crosse and Mayo Clinic Health System staff before acknowledging this Agreement;
6. In the event any provision of this Agreement is held to be invalid or unenforceable, I agree that the remainder of this Agreement shall remain in full force and effect as if the invalid or unenforceable provision had never been a part of the Agreement; and
7. I hereby provide permission to be photographed during practices or the day of event activities and grant permission for any photographs to be used for event reporting or future promotional activities.

**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 THIS AND DO SO VOLUNTARILY, WITHOUT INDUCEMENT.**

X \_\_\_\_\_  
*Participant Signature*                      *Participant Printed Name*                      *Emergency phone number*                      *Date*

**FOR PARTICIPANT UNDER AGE 18 AT THE TIME OF REGISTRATION:**

My Signature certifies that I, as parent/guardian with legal responsibility for this participant’s, do consent and agree to his/her release as provided above, of all the releases, 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.

X \_\_\_\_\_  
*Parent/Guardian Signature*                      *Emergency phone number*                      *Date*