

THE VILLAGE OF WINONA CARDBOARD BOAT RACES WAIVER FORM

MUST BE COMPLETED, SIGNED AND DATED BY PARTICIPANT OR PARTICIPANT'S PARENT OR GUARDIAN.

Name of Participant: _____
Age of Participant: _____

WAIVER AND RELEASE: Recognizing the risk and possibility of injury associated with participation in The Village at Winona Canal Days Cardboard Boat Races, participant, or, if applicable, participant's parent or guardian, on behalf of themselves, their heirs, successors, administrators and assigns, do hereby waive, release, discharge and/or otherwise indemnify and hold harmless the Village of Winona, Winona Restoration Partners, LLC, its members, owners, directors, officers, managers, contributors, agents, representatives, assigns, volunteers, employees, sponsors and anyone involved in the event to make the event possible (collectively often referred to herein as the "Village") from any and all claims for bodily injury, damages to person or property, death or any other claim which exists or may arise by virtue of participant's participation in this event. This waiver and release is effective and binding upon the participant, participant's parent or guardian, their heirs, successors, administrators and assigns.

PARTICIPANT CERTIFICATIONS: Participant, or those acting on behalf of participant, hereby certifies that participant is physically fit and capable of physically participating in this event and that the participant has the requisite physical skills and abilities to safely participate in this event and that allowing the participant to participate in this event will not expose participant or others to a risk of physical and/or mental harm. If participant is a minor, the undersigned parent or guardian of participant expressly authorizes participant to participate in this event.

CONSENT TO USE PHOTOGRAPHS AND PHOTOGRAPHIC LIKENESS: In the event participant's photograph or other image is taken during participant's participation in this event, participant (or participant's parent or guardian) hereby consents to the use of this photograph or image for any purpose relating to the event without any compensation.

IN ADDITION TO THIS EVENT WAIVER AND RELEASE SET FORTH ABOVE, PARTICIPANT (OR PARTICIPANT'S PARENT OR GUARDIAN) FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE VILLAGE FROM ANY AND ALL CLAIMS FOR LIABILITY AND ANY AND ALL ASSOCIATED CLAIMS OR DEMANDS FOR ATTORNEY FEES, LOSSES, DAMAGES OR COSTS ARISING OUT OF OR RELATING TO PARTICIPANT'S PARTICIPATION IN THIS EVENT UPON WHATEVER BASIS A CLAIM OR LAWSUIT ARISES. PARTICIPANT, OR PARTICIPANT'S PARENT OR GUARDIAN, EXPRESSLY AGREES THAT THIS WAIVER AND RELEASE IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF INDIANA, AND THAT IF ANY PORTION HEREIN IS HELD TO BE INVALID OR UNENFORCEABLE, THE OTHER PROVISIONS OF THIS WAIVER AND RELEASE SHALL CONTINUE IN FULL LEGAL FORCE AND EFFECT.

In signing this event waiver and release, the undersigned certifies that the participant, or participant's parent or guardian on behalf of participant, has fully read (or that it has been read to the undersigned) this waiver and release and any attached addendum, that the undersigned fully understands the terms and conditions of this release and waiver, that the undersigned has had adequate time to review this waiver and release and that the undersigned understands that the execution of this event waiver and release means that the participant, the participant's heirs, parents, guardians, representatives, administrators, family and assigns are giving up substantial legal rights, that the undersigned is fully capable of executing this event waiver and release on behalf of participant and that the undersigned does so voluntarily.

Participant Name: _____ Date: _____

Participant's Signature: _____

If Minor, Parent or Guardian's Signature: _____

Witness Signature: _____