

# United States Canoe Association

★ Competition ★ Cruising ★ Conservation ★ Camping ★ Camaraderie

## AMATEUR ATHLETIC WAIVER AND RELEASE OF LIABILITY

\*\*\*\*READ BEFORE SIGNING\*\*\*\*

Name of Event: \_\_\_\_\_ Date(s) of Event: \_\_\_\_\_

In consideration of being allowed to participate in any way in the UNITED STATES CANOE ASSOCIATION athletic sports program, related events and activities, the undersigned acknowledges, appreciates, and agrees that:

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,

*I acknowledge that I am aware there are risks to me of exposure to directly or indirectly arising out of, contributed to, by or resulting from an outbreak of any and all communicable disease, including but not limited to, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for Coronavirus Disease (COVID-19) and/or any mutation or variation thereof;*

*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 the UNITED STATES CANOE ASSOCIATION and

(name of club, affiliate or sponsor), their officers, officials, agents, and/or employees, other participants, 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.

*I acknowledge that I am aware of the safety rules and regulations applicable to this event including the use of life jackets and lightning safety, and that I have read the USCA sanctioning guidelines and will attend the pre-event/pre-race meeting.*

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. And, to the best of my knowledge I do not have a fever, cough, or loss of taste (symptoms of COVID-19).*

**(All participants are to sign and completely fill in the information numbered 1-7 including emergency contact.)**

**(Please print legibly)**

X \_\_\_\_\_ 1. Address: \_\_\_\_\_

(Participant's Signature)

2. City: \_\_\_\_\_

3. State/Zip Code: \_\_\_\_\_

5. \_\_\_\_\_ 4. Date signed: \_\_\_\_\_

(Participant's full name, Please PRINT)

6. Emergency Contact Person for this participant: \_\_\_\_\_

7. Emergency contact Phone Number: Cell: \_\_\_\_\_ Home: \_\_\_\_\_



**EMERGENCY CONTACT PERSON CANNOT BE A PARTICIPANT IN THE RACE OR EVENT.**

*Fill in form above for participants under age 18. Parent/Guardian is to sign and complete the form below.*

**FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)** This is to certify that I, as parent/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.

X \_\_\_\_\_

(Parent/Guardian Signature)

(Date signed by parent/guardian)

Boat # \_\_\_\_\_

Racer \_\_\_\_ TC \_\_\_\_

TWS Waiver #1

Note: This is a contract with legal consequences and must be read carefully and signed by all participants team captains, and parents/guardians of any such participants under 18 years of age.

I, in consideration of my acceptance as a participant and of the benefits to be derived from participation in the 2024 Texas Water Safari, hereby freely agree to and make the following contractual representation and agreements.

I fully realize the dangers of participating in a canoe race and fully assume all risks associated with such participation including: the dangers of collision with other objects or other racers, the dangers of drowning, and those arising from river conditions, equipment failure, inadequate safety equipment, weather conditions, and the possibility of serious physical and/or mental illness, trauma or injury associated with an ultra-marathon event of this type. I have read and understand the rules and guidelines of the Texas Water Safari and agree to abide by them.

I hereby waive, release, and discharge myself, my heirs, executors, administrators, legal representatives, assigns, and successors in interest (hereinafter collectively, "successors") any and all rights, claims, or actions which I may have or which may hereafter accrue to me against the sponsors of this event, the Texas Water Safari Corporation, The Meadows Center, and all of their directors, members, trustees, sponsors, officers, employees, agents, volunteers, of any other persons associated with this event, for any and all damages which may be sustained by me, directly or indirectly, in connection with or arising out of my participation in or association with the event, or travel to or return from the event.

I agree it is my sole responsibility to be familiar with the race course (or, in the case of bank participants, the local roads and highways), I understand and agree that conditions may occur during the race that are beyond anyone's control, and I assume full responsibility for my own safety. I accept responsibility for the condition of all equipment I may use, and for my own physical and mental condition. I have no physical or medical conditions which, to my knowledge, would endanger myself or others if I participate in this event.

I agree, for myself and successors, that the above representations are contractually binding and are not mere recitals, and that should I or my successors assert my claim in contravention of this agreement, I or my successors shall be liable for the expense (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. The agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification.

PARENT OR GUARDIAN OF A MINOR: I, as a parent/guardian of the below named minor, hereby give my permission for my child/ward to participate in the event and further agree, individually and on behalf of my child/ward, to the terms of the above.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## TWS Waiver #2

### ADDITIONAL SAFETY CONSIDERATIONS

This must be read by (or read to) all entrants

The Texas Water Safari is a long, grueling race that is extremely demanding, both physically and mentally. Entrants are encouraged to consult a physician to ensure that they are in good health and can withstand the rigors that participation entails. The physical demands of the race, combined with sleep deprivation, heat, dehydration and exhaustion, often cause participants to become disoriented. Amnesia, hallucinations and other debilitating conditions are not uncommon. Such effect can impair judgment, a condition especially dangerous for a solo paddler.

Coast Guard approved life jackets are required for all participants. In addition to having these devices in the boat, participants are strongly urged to wear them. Weak or non-swimmers should wear them at all times. A life jacket should be worn in white water (or other hazardous river conditions), at night, in open water and whenever a paddler is incapacitated, disoriented or in danger of becoming incapacitated or disoriented. Participants should consider carrying a knife, safely mounted in a sheath, attached to clothing or life jacket, to free clothing caught in trot lines, other cordage, or in obstructions.

Moving water, even under normal conditions, involves certain inherent dangers. A person in a boat may be struck by overhead branches or man-made objects. A boat may strike a stationary object causing injury. A person in the water may be pulled under, especially if not wearing a Coast Guard approved life jacket. He/she might be pinned against tree limbs or trunks or rocks, possibly between his/her canoe and such obstructions. Boats and swimmers can be swept over dams and into recirculating currents. Even slow moving water has tremendous force. All participants are strongly urged to be familiar with the sport of canoeing and with their craft and equipment. Participants should use only craft which they can safely control and should prepare themselves by reading, practicing and taking lessons from qualified instructors. Participants should become familiar with the racecourse and know the locations of all rapids, dams and obstructions. The fact that the Texas Water Safari has a novice division should not be interpreted to mean that this is a race for people who have not previously learned to canoe.

Most participants travel at night. To be competitive, you must travel at night. You should be aware that night travel on moving water adds to the potential hazards. Lights should be in good working condition and of sufficient power to light the river in front of you. Proceed at night only if you are confident you can handle what is ahead.

The effects of heat can be extremely debilitating, resulting in temporary disorientation and discomfort or even in death. Take heat exhaustion and heat stroke seriously. Become familiar with the causes and effects and learn to recognize them. Dress in light-colored clothing that dissipates heat and "breathes". Use water or ice to cool the body and, most importantly, the head. If you feel heat exhaustion or stroke coming on, stop and take care of the problem. Drink plenty of liquids and avoid becoming dehydrated. Drink on schedule and before you feel thirsty. Eat regularly, as failure to eat can enhance exhaustion and disorientation.

Animal hazards can be a factor. So far, there has been no documented attack by alligator or sharks in the 50+ year history of the race. However, there are alligators, mostly below Swinging Bridge (Bloomington), and some are quite large. There are also sharks in the bay. There have been cases of racers stepping on stingrays in the bay and there have been snake bites. Participants should be especially careful during portages and when passing beneath overhanging vegetation. Snakes are especially active at night. A snake bite kit is mandatory equipment. Because there is controversy, even among medical experts, the type is left up to the participants. Various methods are discussed at the seminar, but if in doubt, consult a physician. Wasp and fire ant bites are quite common; people subject to allergic reaction to these insects should take the necessary precautions.

Team captains should also be aware of all the possibilities described in this narrative and in other Texas Water Safari publications. Driving times should be planned to allow as much sleep as possible and captains or their companions should not drive while exhausted, ill, disoriented, or under the effects of any mood-altering substance not approved by a physician. Take the same precautions recommended for racers. Snakes, moving water, heat and other hazards don't distinguish between racers and team captains.

There is danger in all outdoor sports, but there are wonderful benefits to be gained. There is a fine line between "gutting it out" and pushing on in the face of pain on the one hand, and failing to recognize the danger signs on the other. This race is not for everyone, the best you can do (what we have all done in the past) is talk to other racers, enter races of shorter duration and gain experience. Everyone, especially the first-time participant, is strongly urged to attend the free seminar described in the brochure. Also be certain to read the entire TWS rules and guidelines. Race officials, team captains and partners not withstanding, you are in the best position to recognize where the fine line is. There is no disgrace in pulling over to rest for awhile. Some of the top finishers have done so and some of the best racers in Safari history have been forced to drop out. But, when you finish, you will find, as former recorder-holder John Bugge has repeatedly said, that you are a different person...for life.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

TWS Waiver #3

PHOTOGRAPHY RELEASE

If you have familiarity with the Texas Water Safari you know that there is a dedicated team of photographers and videographers who document the race every year. Most, if not all, of these photographs and videos are gifted to whoever wants them. The TWS also uses these photos and videos for various purposes from time to time. Likewise, some of our partners – sponsors, in-kind donors, vendors and others – will use these photographs and videos. By law, you have the right to not have photographs or videos of yourself published without permission or compensation. However, it is a condition of participating in the Texas Water Safari to release any photographs or videos that are taken during the race and associated events.

As such, you authorize the Texas Water Safari Corporation, its affiliates, directors, volunteers, race officials, vendors, in-kind donors, agents and licensees to edit, change, copy and make any use of all photographs and videos of you to be used for promotional materials and that you will not be entitled to payment of any sort for such use. You authorize the use of photographs and videos of you for the following purposes, including, but not limited to: publication on the internet, promotional materials, newsletters, internal memoranda, magazines, journals, books, articles and the like, provided that it is done for lawful purposes. Upon the usage of your photographs or videos, you consent to such materials becoming the sole property of the photographer or the Texas Water Safari Corporation if such photographs or videos are taken by an official TWS photographer or used by the TWS Social Media Team. You hereby release all rights to any claims, rights, demands and or causes of action by you or your representatives, heirs, assigns or anyone else. You also waive your right to any royalty or any other compensation with regard to the usage of the photographs and videos referred to in this form.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_