

Dragonheart Vermont, Inc.
A Vermont Non-Profit Corporation
Waiver of Liability and Hold Harmless Agreement

This Agreement is made between Dragonheart Vermont, Inc. (“Dragonheart”), The City of Burlington (“City”), and the person completing this form (“I”).

I. Background

I am a member of Dragonheart. I recognize that dragon boating and almost any paddle sport activity is a strenuous activity. I have decided to engage in the paddle sport activities sponsored by Dragonheart of my own volition. In order to engage in these activities, I recognize that I will be using the equipment and/or facilities of Dragonheart and the City. I understand that if I am injured while participating in Dragonheart sponsored paddle sport activities that, by signing this agreement, I will give up the right to sue Dragonheart and the City for my injuries. “Paddle sport activities,” as used in this Agreement, shall include dragon boating, canoeing, outrigger canoeing, and kayaking, as well as any necessarily related activities, such as loading in and unloading from the paddle craft, assisting in bringing the paddle craft to the dock, and waiting on the docks or surrounding areas to participate in paddle sport activities.

II. Assumption of Risk/Warranty

- I understand that paddle sport activities involve physical exertion. I understand that if my physical condition is incompatible with paddle sport activities that I should seek medical advice before undertaking paddle sport activities. If I enter the boat, I assume the risk if I should suffer some sort of physical ailment.
- I understand that paddle sports involve inherent risks. These risks may include capsizing; collision with other boats; sudden climatic changes that may create dangerous conditions on the water; lightning; exposure to wind, sun and cold; steering misjudgments by the steersperson; slipping and falling while loading and unloading, and a variety of other risks. I understand these risks and freely assume them.
- I understand that Dragonheart’s coaches and organizers face serious challenges each time the boats embark from the dock. While I understand that they will always seek to create and maintain a safe paddling environment, they are not infallible. They may not be aware of a member’s fitness level or ability. They may misjudge the weather, the elements, or the size and strength of oncoming waves. They may give inadequate instructions or warnings. Equipment may malfunction. I understand these risks and freely assume them.
- I warrant that I am able to swim in water over my head. I further warrant and that I will at all times wear a PFD while using Dragonheart’s equipment.

III. Waiver of Liability

I agree to waive my right to sue Dragonheart and the City of Burlington, as well as of their respective directors, officers, employees, coaches, steerspersons, or representatives in the event of my accidental death or injury while engaged in paddle sport activities.

IV. Hold Harmless/Indemnification

In the event that my own actions should cause property damage or personal injury to any third party while engaged in paddle sport activities, then I agree to indemnify and hold harmless Dragonheart and the City of Burlington from the claims of the injured third parties.

V. Binding Agreement/Consideration

This agreement shall be binding on me, on my estate and on any person or organization that seeks to make a claim through me. I understand that, in consideration of this Agreement, I will be able to be a member of Dragonheart and that I will be able to use the equipment and facilities of Dragonheart and the City of Burlington in connection with paddle sport activities.