

Western SC Blueway Festival

WAIVER AND RELEASE OF LIABILITY FORM

NOTE: THIS FORM MUST BE READ AND SIGNED BEFORE THE PARTICIPANT IS ALLOWED TO TAKE PART IN ANY FESTIVAL ACTIVITY.

PARTICIPANT'S NAME _____ **DATE OF BIRTH** _____
(PLEASE PRINT)

ASSUMPTION OF RISK

I, the undersigned, wish to participate in activities at the Western SC Blueway Festival. These activities include, but are not limited to, watersports (Kayaking, Paddleboarding, Swimming, Waterslides, and Water Shooting Devices), Bicycle related activities, Disc Golf, Trail Running, Fishing Demonstrations, & Bicycle Demonstrations. I recognize and understand that participating in the festival (herein called the "Event") activities involves certain risks. Those risks include, but are not limited to, the risk of injury resulting from possible malfunction of equipment used at the Event and injuries resulting from slipping, tripping or falling while participating or observing the Event. I also recognize that the exertion of participation in many activities of the Event could result in injury or death.

Despite these and other risks, and fully understanding such risks, I wish to attend and participate in the Event and hereby assume the risks my participation. I also hereby hold harmless the "Sponsors" and indemnify them against any or all claims, actions, suits, procedures, costs, expenses (including legal fees and expenses), damages, and liabilities arising out of, connected with, or resulting from my participating in the Event, including, without limitation, those resulting from the manufacture, selection delivery, possession, use or operation of any and all equipment used at the Event. I hereby release the Sponsors from any and all such liability, and I understand that this release shall be binding upon my estate, my heirs, my representatives and assigns. I hereby certify to the Sponsors that I am in good health and do not suffer from a heart condition or any other ailment which could be exacerbated by the exertion involved in participating in the Event. I further certify that I am 18 years of age or older.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of participant in the Event, I hereby agree as follows:

TO WAIVE ANY AND ALL CLAIMS that I have, or may in the future have, against McCormick County Chamber of Commerce, McCormick Events, The Blueway Committee, their directors, officers, employees, agents and representatives (all of whom are hereinafter collectively referred to as the Releasees);

TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my participation in the Event due to any cause whatsoever; including negligence on the part of the Releasees.

TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for damage to property of, or personal injury to, any third party, resulting from my participation in the Event.

That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT. I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

X _____
PARTICIPANT'S SIGNATURE **DATE SIGNED**

Zip Code

FOR PARTICIPANTS UNDER AGE 18

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree not only to his/her release of McCormick Chamber of Commerce and all other Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns and next of kin.

X _____
PARENT/GUARDIAN'S SIGNATURE/PHONE # **DATE SIGNED**