CARDBOARD REGATTA – WAIVER FORM

Waiver & Release

Waiver and Release: Participant understands and acknowledges the risk and possibility of injury or death associated with participation in this event sponsored by Pirate Fest, Zappos.com, Inc. and its affiliates, directors, officers, volunteers, employees and agents, the City of North Las Vegas and its employees or agents (collectively referred to as "Pirate Fest Regatta") and accepting participant into the event, participant and if a minor participant's parent/guardian on behalf of themselves, participant's heirs, successors, administrators and assigns do hereby waive, release, discharge and/or otherwise indemnify and hold harmless Pirate Fest Regatta and all other co-sponsors, agents, employees and volunteers of the event and all of the co-sponsors employees and all volunteers who make the event possible from any and all claims for bodily Injury or otherwise which exists or may arise by virtue of participant's participation in the event. This waiver and release is effective and binding upon the participant, the participant's heirs, successors, administrators and assigns. Participant Certifications: Participant or if a minor participant's parent/guardian hereby certify 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/guardian of participant expressly authorizes participant to participate in this event. In-boat participants must be a minimum of 16 years of age.

Medical treatment authorization: If participant receives an injury while participating in this event, participant or if participant is a minor, participant's parent/guardian authorize the agents, volunteers or employees of Pirate Fest Regatta to consent to whatever treatment is medically necessary and hereby release Pirate Fest Regatta and the consenting employees arid/agents and all sponsors and volunteers from any and all claims arising out of the medical care provided to participant to treat participant's injuries. Permission is also given to provide transportation to participant to the nearest medical/dental treatment facility for emergency care, although this form does not guarantee that any treatment will be rendered to participant as each facility sets its own protocols for treatment.

Consent to use photographs and photographic likeness: In the event participant's photograph or other image is taken during participant's participation in this program, participant or if participant is a minor, participant's parent/guardian hereby consent to the use of this photograph or image for any purpose without any compensation.

I will wear a fully buckled non-damaged US Coast Guard approved vest at all times while competing in this event. I certify that I can swim 25 yards without a preserver or assistance and I am comfortable in the water. Further I promise to abide by all rules and guidelines as outlined in the on line information. I understand it is my responsibility to have read and abide by all rules and conditions pertaining to this event.

IN ADDITION TO THE WAIVER AND RELEASE SET FORTH ABOVE PARTICIPANT AND IF PARTICPANT IS A MINOR. PARTICIPANT'S PARENT/GUARDIAN FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS PIRATE FEST AND EMPLOYEES AND ALL SPONSORS AND VOLUNTEERS FROM ANY AND ALL CLAIMS FOR LIABILITY AND ANY AND ALL ASSOCIATED CLAIMS OR DEMANDS FOR ATTORNEY FEES. LOSSES, DAMAGES OR COSTS WHICH THE PIRATE FEST REGATTA AND EMPLOYEES AND ALL SPONSORS AND VOLUNTEERS MAY INCUR DUE TO CLAIMS OR LAWSUITS FILED AGAINST THE PIRATE FEST REGATTA AND EMPLOYEES AND ALL SPONSORS AND VOLUNTEERS ARISING OUT OF OR RELATING TO PARTICPANT'S PARTICIPATION IN THIS EVENT UPON WHATEVER BASIS A CLAIM OR LAWSUIT ARISES.

In signing this event waiver and release I certify that I have fully read this waiver and release and any attached addendum or that it has been read to me, that I fully understand the terms and conditions of this document, that I have had adequate time to review this event waiver and release with an attorney of my choosing; that I understand the execution of this event waiver and release means that I am giving up substantial legal rights and assuming substantial legal responsibilities and that I am fully capable of executing this event waiver and release on my own behalf or on behalf of the minor on whose behalf I am signing this event waiver and release and that I do so voluntarily.

Boat or Company Name:_____

Participant Name (printed):_____ Age:_____ Date:_____

Phone:_____ Email:_____

Participant Signature:_____

If under 18 yrs: Parent or Guardian Signature:_____

Witness Signature:_____