

Bib Number: \_\_\_\_\_



## REGISTRATION AND PARTICIPATION WAIVER

### Participant Information:

Participant Name (Print) \_\_\_\_\_ Date \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone No.: \_\_\_\_\_

E-mail: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

### EMERGENCY CONTACT INFORMATION:

Emergency Contact Name: \_\_\_\_\_

Relationship: \_\_\_\_\_ Contact's Phone No.: \_\_\_\_\_

**Event(s) Entering (please mark):**

**Entry Fee:**

\_\_\_\_\_ River Bottom DownStream Race  
(men's/women's/Jr's - 17 and under) (Sup/Kayak/Inflatable)

**\$10.00**

\_\_\_\_\_ FUNKY Kayak Rodeo  
(men's/women's/Jr's - 17 and under)

**20.00**

\_\_\_\_\_ Western Slope River Surf Comp  
(men's/women's/Jr's - 17 and under) (Masters 50 plus)

**\$20.00**

\_\_\_\_\_ Start Here & Paddle Everywhere Community Floating Parade

**FREE**

**Total Amount:** \_\_\_\_\_

**Payment Type:**

- Cash
- Check (Check #: \_\_\_\_\_ made payable to *City of Montrose*)
- Credit Card (Type: \_\_\_\_\_)

## 2022 FUNC Fest Release and Waiver of Liability and Indemnity Agreement

In consideration of being permitted to participate in any of the 2022 FUNC Fest Water Sports Events (the "Event") in any way, operated by the City of Montrose (the "City"), I acknowledge, accept, and agree to the following:

1. I understand that participation in the Event means engaging in Kayaking, Stand-Up Paddling, or Rafting activities. These activities will expose me to inherent and significant risks of property damage and loss, as well as serious injury and/or death. While rules, equipment, and reasonable care may reduce this risk, the risk of serious injury and/or death still exists.
2. I acknowledge that I must provide and wear at all times, safety equipment appropriate to the sport, to include but not limited to, properly fitting helmet and personal floatation device (PFD).
3. After being fully informed about the event, I knowingly, voluntarily, and freely assume and accept all risks, both known and unknown, even if arising from the negligence, act, or omissions from the City and assume full responsibility and all risks for my participation in the Event.
4. I acknowledge that Kayaking, Stand-Up Paddling, or Rafting are strenuous and dangerous activities that require a certain degree of physical and mental condition, ability, maturity, and skill. I acknowledge that I have the requisite skill, qualification, physical and mental ability and training necessary to properly and safely participate in this Event.
5. I am aware of the inherent risk of this Event, however, if I observe an unusual or significant hazard during my participation in the Event, I will remove myself from the Event. If at any point during the Event, I feel I am unfit to participate, I will remove myself from the Event.
6. I hereby release, waive, and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: the City, Sponsors, Promoters and Organizers; any Property Owners, Law Enforcement Agencies or Public Entities providing support for the Event; and each of their respective parent, subsidiary and affiliated entities, officers, directors, partners, shareholders, members, agents, employees, volunteers, successors and assigns (collectively, the "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and attorney's fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Event Organizers.
7. I agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Event Organizers, I will indemnify, defend, and hold harmless

each of the Event Organizers from any such Liabilities which any may be incurred as the result of such claim.

8. As part of the Event, Event Organizers may offer a service to store participants' personal belongings during the Event. If I use this service, I agree the Event Organizers will not be responsible if any of the personal belongings are lost, stolen, or damaged.

9. If any provision(s) of this Agreement shall be deemed by a court of competent jurisdiction invalid or unenforceable in any respect, then, to the fullest extent permitted by applicable law, all other provisions hereof shall remain in full force and effect.

I hereby warrant that I have read the 2022 FUNC Fest Release and Waiver of Liability and Indemnity Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between me and the Event Organizers regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any portion of this Agreement is held to be unenforceable, invalid or overly broad, I agree that the remaining terms and provisions of this Agreement will continue in full legal force and effect.

**Emergency Contact Information**

Name: \_\_\_\_\_

Relationship to Participant: \_\_\_\_\_

Phone: \_\_\_\_\_

**Participant Name**

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

**Parent/Legal Guardian if Participant is Under 18 Years Old**

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_