

NORTH CAROLINA PADDLE FESTIVAL HAMMOCKS BEACH STATE PARK

Participants 18 years of age & over, complete parts A and B. Participants under 18 must have parent or legal guardian complete parts A & C.

In consideration of participating in any way in the North Carolina Paddle Festival Event, herein referred to as "the event," each of the undersigned, for himself or herself, his or her personal representatives, heirs, next of kin, agrees to the following:

PART A: PHOTO/MODEL RELEASE

For and in consideration of my engagement as a model by Friends of the Hammocks and Bear Island, Inc., the North Carolina Division of Parks and Recreation, Hammocks Beach State Park, Swansboro Tourism Development Authority, and Twin Rivers Paddle Club, hereafter referred to as the photographer, on terms or fee hereinafter stated, I hereby give the photographer, his legal representatives and assigns, those for whom the photographer is acting, and those acting with his permission, or his employees, the right and permission to copyright and/or use, reuse and/or publish, and republish photographic pictures or portraits of me, or in which I may be distorted in character, or form, in conjunction with my own or a fictitious name, on reproductions thereof in color, or black and white, made through any media by the photographer at his studio or elsewhere, for any purpose whatsoever, including the use of any printed matter in conjunction therewith.

I hereby waive any right to inspect or approve the finished photograph or advertising copy or printed matter that may be used in conjunction therewith or to the eventual use that it might be applied. I hereby warrant that I am **(circle one) under / over eighteen years of age** and competent to contract in my own name insofar as the above is concerned. There will be no compensation for the use of my photo or photos.

I hereby release, discharge and agree to save harmless the photographer, his representatives, assigns, employees, or any person or persons, corporation or corporations, acting under his permission or authority, or any person, persons, corporation or corporations, for whom he might be acting, including any firm publishing and/or distributing the finished product, in whole or in part, from and against any liability as a result of any distortion, blurring, or alteration, optical illusion, or use in composite form, either intentionally or otherwise, that may occur or be produced in the taking, processing or reproduction of the finished product, its publication or distribution of the same, even should the same subject me to ridicule, scandal, reproach, scorn or indignity.

PART B: RELEASE & WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

HEREBY RELEASES, WAIVES, DISCHARGES, AND INDEMNIFIES The Friends of the Hammocks and Bear Island, Inc., the North Carolina Division of Parks and Recreation, Hammocks Beach State Park, Swansboro Tourism Development Authority, and the Twin Rivers Paddle Club, employees and agents of the aforementioned organizations, all sponsors, volunteers, owners of property used in the event, transporters, and other participants, all for the purpose herein referred to as "releasees," and saves them harmless from and against any and all claims, damages, liability, costs and expenses in connection with loss of life, personal injury, and/or damage to property arising from or out of any occurrence associated with participating in, observing, entering or exiting the event.

EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the activities at the event by their nature are dangerous and involve the risk of serious injury and/or death and/or property damage. **EACH OF THE UNDERSIGNED** further expressly agrees that the foregoing release, **WAIVER** and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws governing the towns, cities, counties and states where this event is being conducted and that if any portion thereof is held as invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made. This release, waiver and indemnification agreement specifically embraces each and every phase of the event sanctioned, authorized, offered and/or promoted by said releasees during the entire event and applies to every activity and/or service of the event herein mentioned, and has the same effect as if executed after each and every activity of the event in which the undersigned participates so that the parties herein intended to be released and indemnified shall be fully and effectively released and indemnified as to the entire event hereinabove described.

I have read the foregoing **PART A: PHOTO/MODEL RELEASE** and **PART B: RELEASE & WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**, before affixing my signature below and warrant that I fully understand the contents thereof.

Name: _____ Signature: _____ Date: _____

PART C: Youth Participation - Parent or Guardian's Permission/Consent/Waiver

The following permission/consent/waiver must be completed for each participant age 17 or younger.

I, _____, referred to as the parent(s) or legal guardian(s) of _____, do hereby represent that I (we) am (are) in fact, acting in such a capacity and agree to save and hold harmless and indemnify each and all of the parties referred to above as releasees from all liability, loss, cost, claim of damage whatsoever may be imposed upon said releasees because of any defect in or lack of such capacity to so act and release said releasees on behalf of both myself and the aforementioned minor. Also, I hereby consent that any photographs which have been or are about to be taken by the photographer may be used for the purposes set forth in original release hereinabove, signed by the minor/infant model, with the same force and effect as if executed by me.

I agree to the following rules and certify that the following information is correct:

Youth Participant: _____ Age 12-17 _____ Age 11 or younger _____ Name: _____

All youth age 17 or younger: Must be able to swim and must bring and wear a personal flotation device (PFD).

Required ratio of youth participant to adult chaperone: one to one (i.e., must have one adult chaperone for each youth participant).

Youth age 12-17: May paddle in a separate boat. However, youth must be accompanied by a registered parent or legal guardian in another boat.

Youth age 11 years or younger: Must paddle in the same boat with registered parent or legal guardian.

Adult Chaperone's Name: _____ Relationship to Youth: _____

Parent/Guardian Signature: _____ Date: _____