LBT Cardboard Boat Regatta

September 7th at 10am

Bayview Park

General Information:

Cardboard boats will be launched from the bay beach to race around the buoy and return to the beach. The first boat back, in their heat, is the winner! Occupants must be in their boat throughout the entire race and must wear a lifejacket; standard oars/paddles may be used to propel the boat.

Official Boat Regulations:

- Boats must be made of cardboard and duct tape only!
- Paint is prohibited but permanent markers are acceptable.
- Cardboard cannot be sealed with paint, sealant, or caulk.
- No plastic, metal, or rubber reinforcements of the boats.
- Crewmembers must remain in the vessel for the duration of the race.
- Boats can be propelled by participant's arms, oars, or paddles only.
- Participants under 12 years old must be accompanied by an adult (18+), as well as wear a lifejacket.
- Derogatory & inappropriate related designs and messages are not permitted.
- Costumes are permitted but not required.
- All boats are subject to a pre-race inspection.

Categories:

- -Multi-paddler ages 7-12 (child(ren) plus parent/guardian)
- -Multi-paddler 13-17 (2 or more paddlers)
- -Multi-paddler 18+ (adult 2 or more paddlers)
- Prizes for Winners in each category, for best sink, and for most creative boat.

TOWNSHIP OF LONG BEACH PARTICIPANT WAIVER AND RELEASE FORM AND AGREEMENT

| Participant Name: | |
|--|------------|
| Participant Address: | |
| Participant Email: | and Phone: |
| Parent/Legal Guardian Name (required if under 18): _ | |
| Parent/Legal Guardian Email: | and Phone: |
| Emergency Contact Name: | and Phone: |
| Category: | |
| | |

WAIVER AND RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

- 1. <u>Acknowledgment of Risks and Assumption of Risk</u>. I fully understand that training for, participation in, and attendance at activities such as the Township of Long Beach ("Township") Cardboard Boat Races ("Event") may result in accidents, illness, serious injury, claims, and/or disability. I am voluntarily participating in and/or authorizing and allowing my child (if an adult is signing on behalf of his/her minor child) to participate in the Event with the complete understanding of the risks associated with participation in the Event. The Participant acknowledges, understands, and agrees that the Township and Sponsors are not responsible for any injury or property damage relating to and/or arising out of the Event, even if caused by their ordinary acts or omissions or otherwise. The Participant assumes all risk for the Participant relating to and/or arising out of the Event.
- 2. <u>Health Representation</u>. The Participant represents and warrants that the Participant is physically fit and sufficiently prepared for participation in the activity and that the Participant is not aware of any health-related reasons or issues that would preclude the Participant from participating in and/or attendance at the Event. The Participant has not been advised by any health professional that the Participant should not participate or engage in the Event or any activities similar to the Event. The Participant is in good health and suffers no physical impairment that would or should prevent the Participant's participation in and/or attendance at the Event.
- 3. Waiver and Release. In consideration for the authorization to participate in the Event and all related activities at the Event, including, but not limited to, any activities incidental to such participation and attendance (collectively "Activities"), the undersigned participant and/or parent/legal guardian if a signatory on behalf of a minor (collectively "Participant") hereby waive, release, and hold harmless the Township and its elected officials, representatives, officers, employees, agents, volunteers, independent contractors, and any other working on behalf of the Township (collectively "Township") and all Event sponsors and their successors and assigns (collectively "Sponsors") to the fullest extent under the law for any injuries, illnesses, damages, and/or claims that may directly or indirectly arise from the Participant's participation in and/or attendance at the Event, the Participant's actions and/or omissions, from the acts and/or omissions of other participants in and persons at the Event, and/or the acts and/or omissions of the Township and/or Sponsors relating to and/or arising out of the Event. The Participant waives and releases to the fullest extent under the law any and all present and future claims, known and unknown, seen and unforeseen against the Township and the Sponsors relating to and/or arising out of the Event and hold the

Township and the Sponsors harmless from and release and agree not to sue the Township and the Sponsors for any such claims that may be made by the Participant for property damage, personal injury, and/or wrongful death relating to and/or arising out of participation in and/or attendance at the Event wherever, whenever, or however the same may occur. The Participant's waiver and release above shall apply to the Participant and the Participant's family, estate, heirs, trustees, executors, administrators, successors, and assigns and the aforesaid provisions shall be construed in a manner that offers the greatest legal protection to the Township and Sponsors.

- 4. <u>Indemnification and Hold Harmless</u>. The Participant agrees to indemnify, defendant, and hold harmless the Township and Sponsors from and against all losses, claims, damages, costs, and/or expenses, including reasonable attorney's fees and costs relating to all litigation, appeals, and post-judgment actions in connection with any action or claim brought or made (or threatened to be brought or made) arising out of and/or relating to my participation in and/or attendance at the Event.
- 5. <u>Insurance</u>. The Participant acknowledges, understands, and agrees that the Township has not arranged and does not carry any insurance of any kind for the Participant's benefit or the Participant's family, estate, heirs, trustees, executors, administrators, successors, or assigns. The Participant is responsible for the Participant's own insurance.

AS SET FORTH BELOW, THE PARTICIPANT HAS READ THIS AGREEMENT CAREFULLY, FULLY UNDERSAND ITS CONTENTS, AND VOLUNTARILY AGREES TO ITS TERMS

PARTICIPANT SIGNATURE

I, the Participant, certify that I have read this document and I fully understand its contents. I assert I am of legal age and am freely signing this Agreement. I have read this Agreement and understand that by signing this Agreement I am giving up legal rights and remedies set forth herein.

| SIGNATURE | Date |
|--|---|
| PRINT NAME | |
| PARTICIPANT (PARENT/LEGAL GUAI | RDIAN) SIGNATURE |
| understand its contents and understand that this Agreement (I am also defined as Parti | articipant and certify that I have read this document and I fully t I am bound by the identical terms and conditions set forth in cipant herein). I assert I am of legal age and am freely signing t and understand that by signing this Agreement I am giving up |
| SIGNATURE | Date |
| DDINT NAME | |

TOWNSHIP OF LONG BEACH PUBLICITY RELEASE FORM AND AGREEMENT

In consideration for the authorization to participate in the Township of Long Beach ("Township") Cardboard Boat Races ("Event"), the undersigned participant and parent/legal guardian if a signatory for a minor participant (collectively "Participant") hereby grants to the Township and the sponsors of the Event, and each of its subsidiaries, affiliates, agents, advertising or promotional agencies, and partners, and all such sponsors' successors and assigns (collectively "Authorized Parties"), the absolute and irrevocable right and permission to use, publish, broadcast and/or copyright the use of Participant's name, address, voice, photograph and/or likeness, caricature, and personal information, in its current form or as retouched, digitized, cropped, altered, distorted, or modified in any way in any and all advertising, promotional, or other materials based upon or derived from the Event in any manner in any media whatsoever for any and all purposes, including by way of example but without limitation advertising, promoting, or publicizing products, events, and services throughout, in perpetuity in any and all media now known or hereafter devised (including without limitation on the internet) without any compensation. The Participant further agree that anything derived there from will be owned solely by the Authorized Parties. The Participant shall not authorize the use of any print, negative, or other copy thereof by anyone other than the Authorized Parties.

The Participant understands that this document is intended to be as broad and inclusive as permitted by the laws of New Jersey in which the Event takes place and agree that if any portion of this Agreement is invalid, the remainder will continue in full legal force and effect.

AS SET FORTH BELOW, THE PARTICIPANT HAS READ THIS AGREEMENT CAREFULLY, FULLY UNDERSAND ITS CONTENTS, AND VOLUNTARILY AGREES TO ITS TERMS

PARTICIPANT SIGNATURE

SIGNATURE

I, the Participant, certify that I have read this document and I fully understand its contents. I assert I am of legal age and am freely signing this Agreement. I have read this Agreement and understand that by signing this Agreement I am giving up legal rights and remedies set forth herein.

Date

| PRINT NAME | |
|---|--|
| PARTICIPANT (PARENT/LEGAL GUAR) | DIAN) SIGNATURE |
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| SIGNATURE | Date |
| PRINT NAME | |