



Reston Association & Cardboard Box Regatta Waivers & Release of Liability Agreement

Reston Association Waiver: I hereby assume all risk and agree to accept full responsibility and liability for any damages or bodily injuries I or any of my dependents may cause, sustain, or suffer arising out of participation in the above-referenced Activity, including any such damages or bodily injuries occurring during, resulting from, or related to any travel to or from the Activity.

I hereby agree to be fully liable for and I hereby agree to waive and release on behalf of myself and my heirs, successors and assigns, the Reston Association, its Board of Directors, officers, employees, agents, volunteers, and members from any and all injuries, bodily injuries, costs, damages, causes of action, claims and any consequential and incidental damages arising out of or resulting from any injury, death, or damage to property which I or my dependent may sustain, suffer, or cause as a result of my participation in the above-referenced Activity, including any such injuries, costs, damages, causes of action, claims and any consequential and incidental damages occurring during, resulting from, or related to any travel to or from the Activity.

I further agree to indemnify, reimburse, and forever hold harmless the Reston Association, its Board of Directors, officers, employees, agents, volunteers, and members from any and all injuries, bodily injury, costs, damages, causes of action, claims and any consequential and incidental damages, including attorneys fees, arising out of or resulting from any injury, death, or damage to property which I or my dependent may sustain, suffer or cause as a result of participation in this Activity, including any such injuries, costs, damages, causes of action, claims and any consequential and incidental damages occurring during, resulting from, or related to any travel to or from the Activity.

I am aware of the risks associated with participation in this Activity and hereby accept and assume on behalf of myself or dependent full responsibility for any and all such risks, including, without limitation, the need to check with a physician before engaging in this Activity, including any physical activity associated with this Activity. I understand that participation in this Activity may involve activities where injury can occur and shall be undertaken at my sole risk and expense. I hereby certify that I am physically fit and have not been otherwise informed by a physician. I understand that Reston Association does not employ physicians and that its staff cannot and do not diagnose medical problems.

I further represent that I or my dependent currently have and carry health insurance and agree that any claim for medical treatment or other purposes shall be made against such health insurance and that my own or dependents own personal health insurance shall be primary insurance and the primary source of health insurance coverage in the event that I or my dependent sustain or suffer any bodily injury or medical crisis while participating in this Activity.

I acknowledge that I have read and voluntarily agree to the terms of this Indemnification and Waiver. If any portion of this Indemnification and Waiver shall be held invalid for any reason under the laws of the United States, Virginia, or Fairfax County, those parts that are not held invalid shall continue in full force and effect.

In addition, I promise to abide by the rules and regulations adherent to this Activity or event and to exercise care and caution for my personal safety and that of my fellow participants. I understand that Reston's lakes are not managed for water quality and that I will enter the lake at my sole risk. I understand further that Reston's pathways may have irregularities and I have familiarized myself with these conditions.

Cardboard Box Regatta Waiver: I fully understand that training for and participating in activities such as the Lake Anne Cardboard Boat Regatta (LACBR) may result in accidents, illness, or serious injury. I am voluntarily participating/allowing my child to participate in the Lake Anne Cardboard Boat Regatta (hereinafter the "event") sponsored by the Reston Historic Trust (RHT) with complete understanding of the risks associated with participation in the event. I further acknowledge that this event requires participants to be in proper physical condition. By signing this Waiver and Release Form, I declare that I am/my child is medically able, properly trained, physically fit, and capable of participating in the event. In consideration for being allowed to participate in the event, I agree to release and hold harmless the Premises Owners (Lake Anne of Reston, a Condominium and Reston Association) and the event's sponsors, including the RHT, its affiliates, agents, and employees, from all liability for any injuries and/or illnesses that may directly or indirectly result from my conduct or from the negligence of other participants in the event, and/or from the negligence of the Premises Owners or the negligence of the sponsors of the event, including the RHT, its affiliates, agents, and employees. I also acknowledge full and sole responsibility for any and all medical expenses that I or my child may incur as a result of any injury and/or illness related to participation in the event. I understand and agree that this Waiver and Release is binding. I hereby grant my consent and permission to the LACBR, its affiliates, agents and employees, to use my or my child's

name, photograph, videotape, motion picture recording, voice, or likeness for LACBR purposes, including pre and post event publicity. I have carefully read this Waiver and Release and fully understand its contents. By my signature below, I consent and agree to the terms of this Waiver and Release.

I have carefully read this agreement and understand its contents and I agree to be bound by its terms. I am aware this is a waiver and a release of liability and I sign it voluntarily. I also understand that I should not and may not participate in this activity if I am under the influence of alcohol or drugs.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST. BY SIGNING BELOW, I HEREBY REPRESENT THAT I AM AT LEAST 18 YEARS OF AGE AND FULLY COMPETENT TO SIGN THIS AGREEMENT ON MY OWN BEHALF.

Cardboard Box Regatta Participants Information:

Team and/or Captain Name

First Name

Last Name

Phone

Email

Date of Birth

Participant's Signature (if 18 or over)

Parent or Guardian's Name (if under 18)

First Name

Last Name

Phone

Email

Undersigned parent, or legal guardian, or legal representative acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor or legally incapacitated adult and that the minor or the legally incapacitated adult shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent, or legal guardian, or legal representative of a minor or legally incapacitated adult, the parent, legal guardian, or legal representative understands that he/she is also waiving rights on behalf of the minor or legally incapacitated adult that the minor or legally incapacitated adult otherwise may have. The Undersigned parent, or legal guardian, of legal representative agrees that, but for the foregoing, the minor or legally incapacitated adult would not be permitted to participate in the activities. By signing below, I hereby represent that I am the parent, legal guardian, or legal representative of a minor, or legally incapacitated adult Participant and that I have the authority to sign on the Participant's behalf.

Parent or Guardian's Signature (typed is acceptable for online)

Date