



## Portsmouth Junior Paddle Battle Waiver of Liability

---

Name of Junior Paddle Battle Participant (“**Participant**”)

---

Parent/Guardian e-mail

---

Parent/Guardian address

---

Parent/Guardian Phone

### Event Organizer Junior Paddle Battle Waiver

In consideration for participating in the Portsmouth Junior Paddle Battle, I agree as follows:

1. I am the legal parent/guardian for Participant and am agreeing to this Waiver on behalf of Participant and all parents/guardians of Participant. I swear under penalties of perjury that I have the authority to execute this Waiver for myself and for Participant, and to bind both of us, without the joinder of any other person.
2. I hereby acknowledge, appreciate and agree that the risk of injury from the activity of kayaking in the Portsmouth Junior Paddle Battle is significant including the potential for death and/or serious permanent injury/disability. I knowingly and freely assume all such risks both known and unknown and assume full responsibility for Participant’s participation in Paddle Battle.
3. I understand the nature of the activity and Participant is in good health and in proper physical condition to participate in the activity.
4. I agree that Participant will be required to wear a personal flotation device. I realize that there may be other risks not known to me or not readily foreseeable, but I fully accept and assume all such risks whether or not identified above.
5. Except for when Participant is in the water, and/or is being assisted into or out of the kayak, I will remain with Participant at all times and be solely responsible for Participant’s safety. I and Participant will at all times follow the directions/instructions of the Junior Paddle Battle volunteers unless I believe that any such direction/instruction is unsafe, at which time I will immediately notify the applicable volunteer; however, I also understand and agree that the directions/instructions are designed for the safety of all participants and the failure of Participant or me to follow a direction/instruction being followed by other participants may result in Participant’s disqualification from participating in the Junior Paddle Battle.
6. I understand that Participant and/or I may be photographed or videotaped during the event, and I give permission to The Friends of the Portsmouth Naval Shipyard Museum Inc., the Paddle Battle Steering Committee and their respective assigns and licensees (including the City of Portsmouth) to use any such photo for marketing and promotional purposes (including for marketing of the Junior Paddle Battle, general tourism and other purposes).
7. I, for Participant, for myself and on behalf of our respective heirs, assigns, executors, estate trustees, personal representatives and next-of-kin hereby release, indemnify and hold

harmless The Friends of the Portsmouth Naval Shipyard Museum Inc., the Paddle Battle Steering Committee, the City of Portsmouth, the Paddle Battle/Junior Paddle Battle officers, officials and volunteers, and their respective employees, officers, directors, members and officials, and their respective heirs, successors and assigns (collectively, the "Released Parties") from any and all personal injury, death, disability, property damage and other loss or injury to or in any manner involving Participant and/or myself and arising in any manner from or in connection with Participant's participation in the Junior Paddle Battle, including, but not limited to, if arising from the negligence of the Released Parties, and I agree that this release, indemnification and hold harmless includes any claim made by any third party in connection with any negligence or misconduct on my part and/or on the part of Participant. This release, indemnification and hold harmless extends to all claims of every kind or nature whatsoever.

### **Portsmouth City & Department of Parks & Recreation Form of Consent and Waiver**

Participant is in good health and may participate in programs of sports, games and other recreational activities with my consent. I understand that these activities are supervised and that I and Participant **must obey all rules and regulations of the program** so that the best discipline and safety standards can be maintained. I understand that I must send a letter with this Form for the staff's information if I or Participant has any special conditions, including medical, pertinent to participation in recreational activities. I further understand that staff will not administer any medication to me or Participant. I understand that Parks & Recreation does not operate a private childcare facility. I understand that Parks & Recreation facilities will operate as "OPEN Programs". Participants will have the right to come and go as they please. Staff will not be designated to confine or detain any participant to specific facilities.

I hereby request and consent that I and Participant, while a registered participant on the playgrounds/centers under the jurisdiction of the Portsmouth Department of Parks & Recreation, including the High Street Basin area for the Portsmouth Junior Paddle Battle, be permitted to participate in all on and off playground/center activities. This consent shall remain in force until revoked by me in a written notice delivered to the Department of Parks & Recreation.

I do hereby **hold the City of Portsmouth and its agents harmless** for any and all damages and injuries and waive any and all liabilities that the City of Portsmouth, its agents or representatives may incur as a result of any injury to me or Participant while engaged in programs sponsored by the Portsmouth Department of Parks & Recreation. I agree to **indemnify the City of Portsmouth** for any and all damages and injuries caused by me or Participant during or resulting from Participant's program participation.

I understand that all participants in any department programs or special events are subject to being photographed. Such photographs may be used by the City of Portsmouth without express permission and without an obligation to provide compensation to those photographed.

I have read the foregoing Waiver of Liability fully. By signing below, I understand its terms, understand that I have given up substantial rights and am signing it freely and voluntarily without inducement.

---

Signature (Sign and Print Name)

September \_\_, 2025