

RELEASE AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY: THIS IS A LEGALLY BINDING AGREEMENT

I am entering into this RELEASE AND INDEMNITY AGREEMENT on my own behalf, or (in the case of a minor participant), for and on behalf of _____, a minor for whom I am legal guardian, as well as on my own behalf.

In consideration for acceptance to participate in the 2009 Wellsburg 4th of July “**Anything That Floats Race**” on Sunday, July 5, 2009, I, for myself and for any minor for whom I have executed this AGREEMENT, do hereby release the Wellsburg 4th of July Committee and the City of Wellsburg, and each of their officers, directors, volunteers, workers, employees and sponsors from any and all claims, demands, liabilities, damages, injuries, actions, causes and/or suit of any kind or nature whatsoever, known or unknown and particularly on account of death or personal injuries suffered during and/or resulting from said participation in the “**Anything That Floats Race**” on Sunday, July 5, 2009.

I further agree to indemnify and hold harmless the Wellsburg 4th of July Committee and the City of Wellsburg, and each of their officers, directors, volunteers, workers, employees and sponsors from any and all claims, demands, liabilities, damages, injuries, actions, causes and/or suit of any kind or nature whatsoever, known or unknown and particularly on account of death or personal injuries suffered during and/or resulting from said participation in the “**Anything That Floats Race**” on Sunday, July 5, 2009.

I hereby acknowledge that I have received a copy of the “**Anything That Floats Race**” 2009 Rules and Regulations and agree to abide by all rules and regulations set forth in said document.

I have read and fully understand this Release and Indemnity Agreement. In witness whereof, and intending to be legally bound hereby, I have set my hand or seal this ____ day of _____, 2009.

PRINT NAME OF PARTICIPANT

SIGNATURE OF PARTICIPANT
OR LEGAL GUARDIAN

PRINT NAME OF GUARDIAN

WELLSBURG 4TH OF JULY

“ANYTHING THAT FLOATS RACE”

2009 Rules and Regulations

NOTE: Submission of an application does not guarantee inclusion in the race. A maximum of 50 vessels will be permitted to enter. Consideration is based on applicant's theme, costume, propulsion, vessel design and any additional information provided by the applicant. The following rules and regulations **MUST** be adhered to for all participants:

- All participants must be at least 13 years of age. The entire crew must sign the enclosed waiver of responsibility. Signed waivers must accompany entry forms. Last minute crew changes are permitted upon receipt of signed and witness additions to the release and Indemnity form. Participants under 18 must have a signed release from a parent or guardian.
- US Coast Guard approved “personal flotation devices”(PFD's-life jackets or vests) must be worn at all times during the race. The life jackets must be in good condition and be of the proper size.
- Teams must consist of a minimum of 2 and a maximum of 10 participants. Each group must be capable of handling all the blame for losing or sinking.
- You craft **MUST NOT** be designed or built to travel on the water any further than the length of the race course. Example: Powerboats, canoes, kayaks, skiffs or other commercially designed craft will not qualify. The decision of the judges is final. The vessels must be powered by human energy. No engines, motors (including battery operated) will be accepted. Sails, paddles, oars and paddle wheels are acceptable. Your vessel must not be commercial designed or built to travel on water.
- All vessels must be carried or rolled to transport vessels to the launch area at and from the finish area at the wharf. Once the vessel is launched and in the race – your team may push, pull, paddle, shimmy or sway your vessel to the finish line.
- All vessels must have 25' towrope on board. All participants must wear tie-on or lace up shoes. Docksidlers, sandals, ballet slippers and thongs are not permitted.
- As a safety precaution, please be sure your vessel has an easy exit in case of emergency.
- All vessels must remain inside the designated race course. Any vessel straying outside of the course is subject to United States Coast Guard restrictions. Your vessel will be expected to float approximately ¾ mile.
- Should your vessel self-destruct at any time during the race, the shore patrol will make sure that you deposit what is left in the proper containers. The United States Coast Guard does not permit any part of your vessel to be left in the water. Please make sure all materials stay on your vessel.
- **ALCOHOL IS NOT TO BE CONSUMED BEFORE OR DURING THE RACE.** The presence of alcohol on your vessel and/or the consumption of alcohol during or prior to the race will result in immediate disqualification and/or possible fines.
- The race will occur, rain or shine! Cancellation will only occur due to severe or dangerous weather conditions and high water. A severe weather/high water date will be set at a later time.
- Boat Captains are responsible for the proper salvage and disposal of your craft remains.
- Sponsors are not required, though they may be beneficial in supplying material or funding with which to build your vessel. Team sponsors are limited to display on a 3'x 5' sponsor board.
- All vessels and participant entries will be inspected to insure design, costumes, etc. are in “good taste” and that the logo or identification does not violate standards. Entries not deemed appropriate may be disqualified.
- The Wellsburg 4th of July Committee reserves the right to amend these rules at any time and will notify you of any changes.

**For more information, please contact:
Todd Richie @ 304-737-7045**

www.wellsburg4thofjuly.com