

CONSENT/WAIVER and REGISTRATION FORM



Arizona Boating Safety Education Program

INSTRUCTIONS: Before you can participate in the Boating Safety Education course, this Consent and Waiver must be completed, signed by you (and your parent/legal guardian if you are under the age of 18), and returned to your Boating Safety Education Instructor prior to the start of classes.

PLEASE READ THIS FORM CAREFULLY, AS IT IS A LEGAL DOCUMENT THAT CAN AFFECT YOUR RIGHTS – Read the entire Form. Questions concerning this Consent and Waiver should be directed to the Arizona Game and Fish Department Boating Safety Education Coordinator at 623-236-7381 or 623-236-7219.

Student's Name: _____
(Please PRINT)

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Alternate Phone: _____

Gender: Male / Female Birth date (mm/dd/yyyy): ____/____/____

E-mail address: _____

(Please Read Carefully)

In exchange for and as a condition of being allowed to participate in the Arizona Boating Safety Education Program, students and student's parent/legal guardian (if student is a minor child) agree as follows:

1. Student (and Student's parent or legal guardian) acknowledges that the Arizona Boating Safety Education Program features instruction in motor boating, kayaking, canoeing, personal watercraft and/or other water sport activities involving the use of different types of watercraft. Student further acknowledges that the Arizona Boating Safety Education Program will emphasize safe watercraft handling, and on-the-water skills. Student (and Student's parent or legal guardian) acknowledges that there are risks and dangers associated with the use of watercraft, including serious bodily injury, death and property damage. Student (and Student's parent or legal guardian) agrees to assume all risks, inherent or otherwise, that may occur due to, arise out of, or in connection with Student's own participation or conduct (negligent or otherwise) in the Arizona Boating Safety Education Program, including without limitation the risk of bodily injury, death and property damage. Student (and Student's parent or legal guardian) further agrees to assume all risks, inherent or otherwise, that may occur due to, arise out of, or in connection with the participation or conduct of other students (negligent or otherwise) in the Arizona Boating Safety Education Program, including without limitation the risk of bodily injury, death or property damage.

NOTE: It is not possible to identify or describe all risks that Student may encounter by participating in the Arizona Boating Safety Education Program. Such risks may not be reasonably foreseeable by Student or by the State of Arizona or any of its officials, employees, volunteers at this time or at the time of the activities in which Student participates. Student (and Student's parent or legal guardian) agrees to assume all such risks of bodily injury, death and property damage, and all other risks of participation in the Arizona Boating Safety Education Program, whether or not described to Student and/or his or her parent or legal guardian.

2. Student (and Student's parent or legal guardian) further covenants not to sue and agrees to release, waive, and discharge the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, volunteers and employees (hereinafter referred to as "Released Parties"), from any and all claims, demands, actions, suits, proceedings, liabilities, damages, losses, judgments and expenses (including reasonable attorneys fees and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to

be caused, in whole or in part, by the negligent or willful acts or omissions of Student, or by the negligent or willful acts or omissions of other students in the Arizona Boating Safety Education Program.

3. To the fullest extent allowed by law, and except for Claims arising solely from the negligent or willful acts or omissions of Released Parties or any of them, Student (and Student's parent or legal guardian) agrees to release, waive and discharge the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, volunteers and employees from any and all claims, demands, actions, suits, proceedings, liabilities, damages, losses, judgments and expenses (including reasonable attorneys fees and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by Released Parties.
4. Medical Treatment: Student (and Student's parent or legal guardian) gives consent to the Arizona Game and Fish Department and the host facility and/or organization of any Arizona Boating Safety Education event to provide to Student, through medical staff of its choice, emergency medical service and/or transportation to an emergency medical facility.
5. Student (and Student's parent or legal guardian) grants to the Arizona Game and Fish Department permission to reproduce, publish, distribute, or otherwise use in any reasonable manner Student's name, photograph, likeness and statements in connection with the promotion of the Arizona Boating Safety Education Program, in all media, including, without limitation, the Internet, news articles, advertisements or other electronic or print materials. Student further covenants not to sue and agrees to waive, release and discharge Released Parties from and against any and all Claims arising out of or in connection with the use of Student's name, photograph, likeness and statements, including, without limitation, any and all claims for invasion of privacy, publicity, copyright infringement and any claims and/or demands for compensation or royalties.
6. Student's signature below indicates that Student has read and fully understands this entire Consent and Waiver, and that by signing below I agree that all of the provisions of this Consent and Waiver are binding upon me, my representatives, heirs, assigns and next of kin.

Parents/Legal Guardians

7. As the parent or legal guardian of the Student, a minor child, I affirm that I have the authority to act on behalf of the Student and, as such, do hereby give my informed and voluntary consent for the Student to participate in the Arizona Boating Safety Education Program. I declare that I have read and fully understand this entire Consent and Waiver, and that by signing below I agree that all of the provisions of this Consent and Waiver are equally binding upon me, my representatives, heirs, assigns and next of kin, as they are upon the Student.

INFORMATION MUST BE COMPLETED AND SIGNED:

Parent / Guardian/Participant (if 18 years of age or older) Name: _____
(PLEASE PRINT)

Address (if different than above): _____

City: _____ State: _____ Zip: _____

Phone: _____ Email Address: _____

Parent or Legal Guardian's Signature

Date

Student's Signature

Date