

SAN DIEGO DRAGON BOAT TEAM

2016 PARTICIPANT WAIVER, RELEASE, AND ASSUMPTION OF RISK AGREEMENT ("Agreement")

This Agreement protects the legal and financial interests of the San Diego Dragon Boat Team (SDDBT) and its respective board members, officers, employees, agents, coaches, members, and volunteers (collectively "SDDBT Parties") arising out of, relating to, pertaining to, or involved in paddling or using a dragon boat, which includes but is not limited to the transport and use of SDDBT's equipment or facilities, whether on land or on water, and whether at a San Diego or non-San Diego site (collectively as the "Activity").

In consideration of the events and services of SDDBT and the mutual promises contained herein, I agree to participate in the Activity and agree as follows:

1. By signing this Agreement, I shall (1) waive all my legal and administrative rights under all applicable federal, state, or local laws and regulations, (2) release SDDBT Parties from any and all known and unknown claims, and (3) not hold SDDBT Parties responsible or liable for any and all damages that I may suffer or incurred as a result, directly or proximately, to my participation in the Activity.
2. I acknowledge that the Activity entails known, inherent and unanticipated risks that may result in serious personal, physical, or emotional injury; death; or damage to property, myself, or third parties. I understand and agree that such risks simply cannot be eliminated without jeopardizing the essential qualities of the Activity. I expressly agree and promise to accept and assume all of the known and unknown risks related to the Activity. My participation in the Activity is purely voluntary, and I elect to participate in spite of the known and unknown risks.
3. I consent to the jurisdiction of San Diego Superior Court, California to resolve any dispute regarding the Agreement. I also agree that if any civil action is commenced to resolve any dispute regarding the Agreement, the applicable statutes reflecting the law of the State of California applies. I agree that if any portion of the Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
4. I agree to release, indemnify, defend, hold harmless, and discharge SDDBT Parties, on behalf of myself, spouse, children, parents, heirs, executors, assigns, representatives, successors, agents, insurers, and estate. If SDDBT Parties or anyone acting on their behalf incurs attorney's fees and costs to enforce the Agreement, I agree to indemnify, defend, and hold SDDBF harmless for all such fees and costs.

I have read and understood this Agreement and I agree to be bound by its terms. (Note: If a participant is less than 18 years of age, a parent or legal guardian must also sign this Agreement. The parent shall sign in the print name line next to the child's signature.)

Signature: _____

Print Name: _____

Address: _____

Phone: _____

Date of Birth: _____

E-mail: _____

Emergency Contact Name: _____

Emergency Contact phone No.: _____

Date: _____