



**SAN DIEGO DRAGON BOAT RACE**

**PARTICIPANT WAIVER, RELEASE, AND ASSUMPTION OF RISK AGREEMENT  
("Release")**

: This Release protects the legal and financial interests of the San Diego Dragon Boat Team, its respective board members, officers, employees, agents, and volunteers (collectively "SDDBT Parties") involved in paddling a dragon boat, which includes but is not limited to use of SDDBT's equipment or facilities, whether on land or on water, for the event known as the San Dragon Boat Race held on October 22-23, 2011 at Mission Bay Park as well as any pre-race practices, if applicable, (collectively as the "Activity").

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

1. On behalf of myself, spouse, children, parents, heirs, executors, assigns, representatives, successors, agents, insurers, and estate, I shall (1) waive all my legal and administrative rights under all applicable federal, state, or local laws and regulations; (2) release SDDBT Parties; USDBF, Mission Bay Park, City of San Diego, County of San Diego, and their respective council members, board members, officers, employees, agents and volunteers; sponsors, advertisers, and owners or lessors of premises; and all agencies/companies/individuals whose property and/or personnel are used (collectively "Other Parties") from any and all known and unknown claims; and (3) not hold the SDDBT Parties and Other Parties responsible or liable for any and all damages that I may suffer or incurred as a result, directly or approximately, 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, me, 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 agree that if any portion of the Release is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
4. On behalf of myself, spouse, children, parents, heirs, executors, assigns, representatives, successors, agents, insurers, and estate, I agree to indemnify, defend, and hold harmless SDDBT Parties and Other Parties against any and all claims, deductibles, self-insured retentions, demands, liabilities, judgments, awards, fines, liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (collectively as "Claims") which arise out of or are in anyway related to the Activity.
5. I will additionally permit the use of my name and pictures in broadcasts, telecasts, newspapers, brochures, and other forms of advertisement, marketing, or public relations materials.
6. As a participant, I certify that I am in good physical condition to participate in the Activity.
7. I also understand that the entry fee is non-refundable.
8. All information provided in this form is true and complete.

I have read and understood this Release and I agree to be bound by its terms.

Signature \_\_\_\_\_  
 Print Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone \_\_\_\_\_ Date \_\_\_\_\_  
 Email \_\_\_\_\_

MINORS: If a participant is less than 18 years of age at time of registration for the Activity, complete the below.  
As a parent/legal guardian with legal responsibility for participant, I have read and understood the above Release and agree to be bound by its terms.

Signature \_\_\_\_\_  
 Print Name \_\_\_\_\_  
 PRINT NAME OF MINOR \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone \_\_\_\_\_ Date \_\_\_\_\_  
 Email \_\_\_\_\_