



SAN DIEGO DRAGON BOAT RACE



PARTICIPANT WAIVER, RELEASE, AND ASSUMPTION OF RISK AGREEMENT (“Release”)

Important: Due race morning before 8:00 a.m.

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 for the event known as the San Dragon Boat Race held on October 23-24, 2010 at Mission Bay Park as well as any pre-race practices held on October 22, 2010, 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; United States Dragon Boat Federation, 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 proximately, of 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. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

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 permit the use of my name and pictures taken of me 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.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AND DO SO VOLUNTARILY, WITHOUT INDUCEMENT.

FOR PARTICIPANT UNDER AGE 18 AT THE TIME OF REGISTRATION

My Signature certifies that I, as parent/guardian with legal responsibility for this participant’s, do consent and agree to his/her release as provided above, of all the releases, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless SDDBT Parties and Other Parties from any and all liabilities incident to my minor child’s involvement or participation in the Activity as provided above to the fullest extent permitted by law.

WAIVER AND RELEASE OF LIABILITY SIGNATURE PAGE

Name of Event: SAN DIEGO DRAGON BOAT RACE

Name of Team: _____

Event: 10/23-24/2010 as race and 10/22/10 as practice

Team Manager Name: _____

Address: _____

Email: _____ Contact Phone: _____

(please print) Crew Member Name	Signer has read and agrees to terms of the waiver and release	Signature of parent or guardian if named person is under 18.)
Team Manager		
Drummer		
Steersperson		
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I submit that I have provided all the names of the individuals on our team who intend to participate in the Activity.

Signed by Team Captain _____ Date _____

Signed by Team Manager _____ Date _____