



VOLUNTEER WAIVER & RELEASE ("RELEASE")
SAN DIEGO DRAGON BOAT RACE



In consideration for receiving permission to participate as a volunteer in the San Diego Dragon Boat Race held on October 23-24, 2010 (the "Event" or related functions defined below) as well as to enter the premises, waterways and grounds supervised or in any way controlled or used by the San Diego Dragon Boat Team, San Diego Dragon Boat Race, United States Dragon Boat Federation, Mission Bay Park, the City of San Diego, the County of San Diego, and their respective and their respective council members, board members, officers, employees, agents and volunteers, sponsors, advertisers, and owners or lessors of premises, and all agencies, companies, and individuals whose property and/or personnel are used (collectively "Releasees"), I acknowledge and agree as follows:

1. This Release covers my participation in any one or more of the following dragon boat activities as related functions to the Event:
 - a. San Dragon Boat Race on October 23-24, 2010
 - b. Dragon boat practices on or about October 22, 2010
 - c. Dragon boat pre or post race activities, including but not limited to organizational meetings, recognition party, paddlers' happy hour, or paddlers' dinner relating to the Event
 - d. Any other activity involving dragon boat racing, practices, instruction, or clinics relating to the Event
2. Volunteering in any of the above activities, either in the planning and organizational stages before, during, or after the Event, may involve inherent and unanticipated risks that may result in serious personal, physical, or emotional injury; death; or damage to property, me, or third parties. I expressly agree and promise to accept and assume all of the known and unknown risks related to my participation as a volunteer. 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 to properly wear, at all times, while participating in the Event or related functions, as applicable, any required safety or other equipment and to perform my duties as a volunteer in accordance with the instructions and directions that are given to me. I have the option to wear an approved personal flotation device during the Event and related activities, as applicable, at my sole discretion. I further agree that it is my responsibility to act in such a manner as to be responsible for my own safety while volunteering at the Event or attending any activities related to the Event.
4. 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) waive and release any and all known and unknown claims against Releasees; (3) not hold Releasees responsible or liable for any and all damages that I may suffer or incurred as a result, directly or proximately, of my participation as a volunteer; and (4) indemnify, defend, and hold harmless Releasees 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 my participation as a volunteer.
5. I agree that any photo (electronic or digital) taken of me or in which I may appear may be used for any purpose, including publicity and commercial exploitation and this shall constitute my consent to such use.
6. I certify that I have no criminal record in any jurisdiction and that I am not currently under criminal investigation nor am I subject to charges pending of a criminal nature of any kind in any jurisdiction.
7. I have no expectation of financial gain, or other consideration, from my participation as a volunteer.

I HAVE READ THIS RELEASE, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AND DO SO VOLUNTARILY, WITHOUT INDUCEMENT. I AM AT LEAST 18 YEARS OF AGE OR IF NOT, MY PARENT/ GUARDIAN HAS SIGNED THE WAIVER.

Legal Name (Please Print Your FIRST Name & LAST Name)

E-mail Address **Phone Number**

Mailing Address City / District Province/ State Country Zip / Postal Code

Participant's Signature or Parent / Guardian Signature if volunteer under 18 years of age

Month /Date/year