



**2022 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; using a dragon boat; or otherwise attending or engaging in an SDDBT associated event whether on land or on water, and whether at a San Diego or non-San Diego site, which includes but is not limited to one or more of the following: (a) instruction, coaching, or guidance on technique for paddling; (b) the transport, carry, or use of SDDBT's equipment, supplies, materials, apparatus, and other personal property belonging to SDDBT (such as OC1, OC2, ERGs, paddles, life vests, drums, chairs, heads, tails, etc.) or facilities; (c) attendance or participation in paddling related events, when registered under or as part of SDDBT, even if applicable fees are not paid for in whole or in part by SDDBT; or (d) any ancillary or associated activities that are affiliated with or sponsored by SDDBT (collectively as the "Activity") from January 1, 2022 to December 31, 2022.

In consideration of the events and services of SDDBT and the mutual promises contained herein, I agree to participate in the Activity on the following terms and conditions:

1. I shall (1) waive all my legal and administrative rights under all applicable federal, state, and local laws and regulations; (2) release and discharge SDDBT Parties from any and all known and unknown claims; (3) release and discharge the City of San Diego and its respective elected officials, officers, employees, representatives, and agents ("City Parties") from any known and unknown claims, and (4) not hold SDDBT Parties and City Parties responsible or liable for any and all damages that I may suffer or incur as a result, directly or proximately, to my participation in the Activity. This waiver and release include waiver of Civil Code section 1542, which states as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.
2. The Activity entails known, inherent, and unanticipated risks that may result in serious personal, physical, or emotional injury; illness or disease; 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 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. If any portion of the Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. This Agreement is governed by the laws of the State of California.
4. I shall indemnify and defend SDDBT Parties and City Parties, on behalf of myself, spouse, children, parents, heirs, executors, assigns, representatives, successors, agents, insurers, and estate from and against any alleged or actual claims, demands, liability, or injuries to any person or property, including but not limited to attorney's fees and costs, which arise out of or are in any manner directly or indirectly connected with or relating to the Activity or enforcement of this Agreement.
5. Photos and videos may be taken of me arising out of or relating to the Activity for promotional purposes of SDDBT and paddling without restriction and without compensation.

I have read and understand 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 sign this Agreement.)

Signature (of Participant or Guardian/Parent): _____

Print Name (of Participant—Child or Adult): _____

Address _____

Phone: _____ Date of Birth: _____

E-mail: _____ Date: _____

Emergency Contact Name & Phone: _____