

### ICEA & SCDBC Release, Waiver of Liability and Assumption of Risk

In consideration of the use of the services, equipment, and facilities provided by the International Culture Exchange Association, the Southern California Dragon Boat Club, the United States Dragon Boat Federation, and each entity's agents, owners, officers, volunteers, participants, employees, coaches, instructors, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "ICEA"), I hereby agree to release and discharge ICEA, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

I acknowledge that Dragon Boat paddling, Dragon Boat racing, and related activities (collectively referred to as "Activity" or "Activities") entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the Activity. **These risks include, among other things:** boat capsize; tidal conditions and currents; collision with objects or other watercraft; prolonged exposure to cold water, hypothermia, accidental drowning; illness in remote areas; exposure to sun, strong wind, cold storms, waves and lightning; aggressive and/or poisonous marine life; wrist, arm, shoulder and/or back injuries; slips and falls; and rapidly changing adverse weather and water conditions. Furthermore, ICEA instructors and organizers have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

1. **I VOLUNTARILY ASSUME ALL RISK KNOWN AND UNKNOWN, OF INJURIES, HOWEVER CAUSED, EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION, OR NEGLIGENCE OF ICEA TO THE FULLEST EXTENT OF THE LAW.** My participation in this Activity is purely voluntary, and I elect to participate in spite of any and all risks.
2. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless ICEA from any and all claims, demands, or causes of action, which are in any way connected directly or indirectly with my participation in this Activity or my use of ICEA's equipment or facilities, including any such claims which allege negligent acts or omissions of the ICEA.
3. Should the ICEA or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to solely bear the costs of such injury or damage. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
5. In the event that I file a lawsuit against the ICEA, I agree to do so solely in the state of California, and I further agree that the substantive law of California shall apply in that action. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

***By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this Activity, I may be found by a court of law to have waived my right to maintain a lawsuit against the ICEA on the basis of any claim from which I have released it therein.***

***I have had sufficient opportunity to read this entire document. I have read and understood it, and agree to be bound by its terms.***

Signature of Participant: \_\_\_\_\_ Print Name: \_\_\_\_\_

CHECK HERE IF PARTICIPANT IS UNDER 18 YEARS OF AGE

Address: \_\_\_\_\_ City/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Date: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Emergency Phone: \_\_\_\_\_

### PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

I hereby give my consent for the above named minor to participate in the Activities defined above. I, the undersigned, hereby release and discharge the International Culture Exchange Association, the Southern California Dragon Boat Club, the United States Dragon Boat Federation, and each entity's agents, owners, officers, volunteers, participants, employees, coaches, instructors, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "ICEA"), from all liabilities associated with any and all claims related to such Activity that may be filed on behalf of or for the above named minor. For the purposes of this agreement, liability means all claims, demands, losses, causes of action, suits or judgments of an and every kind that occurs during the above-described activity and that results from any cause other than the negligence of ICEA.

Parent/Guardian Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_



## **WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION**

**1. Voluntary Participation.** I, the undersigned, acknowledge that I am voluntarily participating in the activities of the Aerospace Employees' Association ("AEA") Dragon Boat Club.

**2. Assumption of Risk.** I UNDERSTAND THAT ENGAGING IN DRAGON BOAT PADDLING AND RELATED ACTIVITIES ENTAILS KNOWN AND UNANTICIPATED RISKS WHICH COULD RESULT IN PHYSICAL OR EMOTIONAL INJURY TO ME (INCLUDING DEATH) OR DAMAGE TO MY PERSONAL PROPERTY, AS WELL AS PHYSICAL OR EMOTIONAL INJURY OR PROPERTY DAMAGE TO THIRD PARTIES CAUSED BY ME OR OTHERS.

THESE RISKS INCLUDE, AMONG OTHER THINGS: BOAT CAPSIZE; TIDAL CONDITIONS AND CURRENTS; COLLISION WITH OBJECTS OR OTHER WATERCRAFT; PROLONGED EXPOSURE TO COLD WATER, HYPOTHERMIA, AND ACCIDENTAL DROWNING; ILLNESS IN REMOTE AREAS; EXPOSURE TO SUN, STRONG WIND, STORMS, WAVES, AND LIGHTNING; AGGRESSIVE AND/OR POISONOUS MARINE LIFE; WRIST, ARM, SHOULDER, AND/OR BACK INJURIES; SLIPS AND FALLS; RAPIDLY CHANGING ADVERSE WEATHER AND WATER CONDITIONS; INADEQUATE WARNINGS OR INSTRUCTIONS (IF ANY); AND THE MALFUNCTION OF BOATS OR EQUIPMENT.

I EXPRESSLY AGREE TO ACCEPT AND ASSUME FULL RESPONSIBILITY FOR ANY AND ALL SUCH RISKS.

**3. Waiver, Release, and Indemnification.** As consideration for being permitted by the AEA to participate in Dragon Boat paddling and related activities, I hereby voluntarily agree that I, my heirs, and my legal representatives waive, release, forever discharge, and indemnify the AEA, the AeroDragons Dragon Boat Club, their corporate sponsors, or any of their directors, officers, officials, agents, and members from any and all causes of action, claims, and lawsuit on account of any physical or emotional injury (including death) or property damage arising out of or in any way connected directly or indirectly with my participation in Dragon Boat paddling and related activities, however caused and under any theory of liability.

**4. Governing Law.** This Agreement is governed by the laws of the State of California, applicable to agreements made and to be performed wholly within such jurisdiction. It is the intention of the parties that this Agreement be as broad and inclusive as permitted by the laws of the State of California. If any portion of this Agreement is found by a court of competent jurisdiction to be void or unenforceable, the remaining portions shall remain in full force and effect.

**5. Knowing and Voluntary Execution.** I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION. I SIGN IT OF MY OWN FREE WILL WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

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Signature of Participant

Date

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Print Name

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Address