

WAIVER, RELEASE OF LIABILITY, AND ASSUMPTION OF RISK

[Valid from March 2010 to March 2011]

In consideration of the services of SoCalOutrigger Association, its member clubs, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "SCORA"), I hereby agree to release, indemnify, and discharge SCORA of liability, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as described below with respect to SCORA activities, including SCORA races, fundraising events, community outreach events, practice and preparation for those races and events, at any location including, but not limited to, any location where such race or event occurs or where equipment for those races and/or events is placed or is in use.

1. I acknowledge that my participation in paddling an outrigger canoe entails risks that are known, unknown, anticipated, and/or unanticipated that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential and/or fundamental qualities of the activity. I assume those risks and release SCORA of liability resulting from those risks. I understand that I am hereby relinquishing certain legal rights.

The risks include, among other things: boat capsizing; tidal conditions and currents; travel in remote areas; 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, large waves, eddies and whirlpools; lightning; aggressive and/or poisonous marine life; wrist, arm, shoulder, and/or back injuries; slips and falls while getting in and out of the canoe; and rapidly changing adverse weather and water conditions.

Furthermore, I understand that SCORA seeks safety, but it is not infallible, it might be unaware of a participant's fitness or abilities, it might misjudge the weather, the elements, or the terrain, and that it may give inadequate warnings or instructions. I also understand that the equipment being used might malfunction. I expressly acknowledge, and promise to accept and assume all of these risks.

2. I acknowledge, agree, and represent that I understand the nature of outrigger canoe paddling and that I am qualified, in good health, and in proper physical condition to participate in such activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the activity.

3. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

4. **This agreement applies to any negligence alleged against SCORA:** I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SCORA from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of SCORA's equipment or facilities, including any claims which allege negligent acts or omissions by SCORA.

5. Should SCORA 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.

6. 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 bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

7. In the event that I file a lawsuit against SCORA, I agree to do so solely in the state of California, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. 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 SCORA on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understand it, and I agree to be bound by its terms.

Signature: _____ Print Name: _____ Date: _____

Address: _____

Street

Apt.#

City (Spell out Completely)

State/Zip

Phone #: Hm: _____ Cell: _____ Email: _____ DOB: _____ M/F _____

Emergency Contact Name: _____ Relationship: _____

Phone #: Hm: _____ Cell: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by SCORA to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless SCORA from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor. I agree to all of the terms above on behalf of Minor.

Parent or Guardian: _____ Print Name: _____ Date: _____