

LA HARBOR DRAGON BOAT CLUB AND CABRILLO BEACH YOUTH WATERFRONT SPORTS CENTER
CONSENT RELEASE AND WAIVER OF ALL LIABILITY
AND ASSUMPTION OF RISK AGREEMENT
For SELF or MINOR CHILDREN

In consideration of the services of the LA Harbor Dragon Boat Club and the Cabrillo Beach Youth Waterfront Sports Center, 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 "L.A.H.D.B.C." and "C.B.Y.W.S.C."), I hereby agree to release and discharge on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

For good and valuable consideration, including permission for _____ to participate in the Long Beach Dragon Boat Festival and related activities. I, the parent/guardian of the minor and on behalf of the minor or for myself:

1. Consent to the minor's participation in the event or activity
2. Acknowledge that dragon boat paddling entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to my child or me, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. ***The risk includes, among other things: muscular or skeleton injuries; exposure to harsh weather, wind, waves, and cold water; collision with another vessel or fixed objects; and accidental drowning.***

Furthermore, L.A.H.D.B.C. instructors and organizers have difficult jobs to perform. They seek safety but they are not infallible. They may 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 may malfunction.

3. Warrant that the minor is or I am in good health and has no physical condition that would prevent said person from participating in this event or activity.
4. Expressly agree, and promise to accept and assume all of the risks existing in the activity. My participation or my child's participation in this activity is purely voluntary, and I or my child elect to participate in spite of the risks.
5. Hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless L.A.H.D.B.C. and C.B.Y.W.S.C. from any and all claims, demands or causes of actions, which are in any way connected with my participation in this activity or my use of L.A.H.D.B.C. and C.B.Y.W.S.C. equipment or facilities, including any such claims which allege negligent acts or omissions of L.A.H.D.B.C. and C.B.Y.W.S.C.
6. Assume any and all risks of bodily injuries to the minor or self and authorize L.A.H.D.B.C. and C.B.Y.W.S.C. or the permittee/sponsor to contact a licensed physician to render any medical treatment that may be deemed necessary for the minor/self or take and admit to any hospital. If such medical treatment or hospitalization is required, I agree to pay all medical and hospital bills relating thereto, permanent or partial disability or death and damages to the minor's or my property caused by arising from my participation this event or activity.
7. Should L.A.H.D.B.C. and C.B.Y.W.S.C. or anyone acting on their 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.
8. In the event that I file a lawsuit against L.A.H.D.B.C. and C.B.Y.W.S.C., I agree to do 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 unenforceable, the remaining portions shall remain in full force and effect.
9. Certify that I have adequate insurance to cover any injury or damage that may be caused or suffered while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that there are no medical or physical conditions which could interfere with the safety in this activity.

Child's Name or Participant's Name (PLEASE PRINT)

Date

Signature of Parent