

LA HARBOR DRAGONBOAT TEAM WAIVER FOR 2018

To be signed by all members and participants in events with the Los Angeles Harbor Dragonboat Club (LAHDBC).

Acknowledgment and Assumption of Risk

I am aware of the dangers and the risks to my person and property involved in participating in Dragonboating and with any associated LAHDBC activities.

I understand that these activities involve certain risks for physical injury. I also understand that there are potential risks of which I may not presently be aware. Because of the dangers of participating in these activities, I recognize the importance and agree to fully comply with the applicable laws, policies, rules, and regulations, and any supervisor's instructions regarding participation in these activities.

I understand that the LAHDBC does not insure participants in the above described activities, that any coverage would be through my personal insurance or personal assets, and the LAHDBC has no responsibility or liability for injury resulting from these activities. Medical costs resulting from treatment the LAHDBC deems necessary are the responsibility of the participant.

I voluntarily elect to participate in these activities with knowledge of the danger involved, and I hereby agree to accept and assume any and all risks of personal injury, property damage, or death.

Waiver of Liability and Indemnification:

In consideration for being allowed to voluntarily participate in the above-referenced activities, on behalf of myself, my personal representatives, heirs, next of kin, successors and assigns, I forever:

- A. **Waive, release, and discharge the LAHDBC** and its agencies, officers, and members from any and all negligence and liability for my death, disability, personal injury, property damages, property theft or claims of any nature which may hereafter accrue to me, and my estate as a direct or indirect result of my participation in the above referenced activities;
- B. **Defend, indemnify, and hold harmless the LAHDBC**, its agencies, officers, and members from and against any and all claims of any nature including costs, expenses, and attorney's fees, which in any manner result from participant's actions during these activities or events.

I hereby consent to receive medical treatment if needed which may be deemed advisable in the event of injury, accident, or illness during these activities or events. This release, indemnification, and waiver shall be construed broadly to provide a release, indemnification, and waiver to the maximum extent permissible under applicable law.

I, the undersigned participant, affirm that I am at least 18 years of age and am freely signing this agreement. **I have read this form and fully understand that by signing this form I am giving up legal rights** and/or remedies which may otherwise be available to me regarding any loss I may sustain as a result of my participation. I agree that if any portion is held invalid, the remainder will continue in full legal force and effect.

READ PAGE 1 BEFORE SIGNING BELOW

NAME of PADDLER: _____ AGE: _____

SIGNATURE: _____ DATE: _____

PARENT NAME: (if minor) _____

WITNESS: (non-English speaker or hearing impaired) _____ DATE: _____