

## **WAIVER OF LIABILITY, INDEMNIFICATION, AND MEDICAL RELEASE**

To be signed by all members and participants (by parent/guardian if under 18 years of age) 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 Dragon boating 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 or injuries resulting from these activities, medical treatments and costs resulting from said injury or injuries, and said medical treatments and costs, are the responsibility of the participant, parent or guardian.

I voluntarily elect to participate in these activities with knowledge of the danger involved, and 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, board of directors, 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, board of directors, 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.

### **MEDICAL RELEASE:**

I hereby consent to receive **medical transport and medical treatment if needed** which may be deemed advisable in the event of injury, accident, or illness during these activities or events.

### **PHOTO RELEASE:**

I, undersigned participant/parent/guardian by signing below give permission to use photos or videos taken during practice sessions at Cabrillo Beach Youth Center and at any and all races as a participant of LAHDBC for use in brochures or other promotional information.

**This release, indemnification, and waiver shall be construed broadly to provide a release, indemnification, and waiver to the maximum extent permissible under the applicable law.**

I, undersigned participant/parent/guardian, affirm that I am at least 18 years of age and 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 injury/loss/claim I may sustain as a result of my participation. I further agree that if any portion is held invalid or void, the remainder will continue in full legal force and effect.

**NAME OF PARTICIPANT:** \_\_\_\_\_ **AGE:** \_\_\_\_\_

**PARTICIPANT/PARENT/GUARDIAN SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**E MAIL ADDRESS:** \_\_\_\_\_ **PHONE NO.** \_\_\_\_\_