



2010 AGREEMENT AND RELEASE FROM LIABILITY
RELEASE OF ALL CLAIMS

1. **VOLUNTARY PARTICIPATION.** I, (Print Name) _____, known as "Releasor", acknowledge that I am voluntarily participating in the Dragon Boat races, practices and other paddling activities, including, but not limited to, outrigger paddling, canoe paddling, kayaking and other similar paddling activities (collectively referred to as "activities" or "paddling activities") to be held in the waterways, grounds, and other areas in and around Long Beach, Newport Beach, and any other location in which LARD practices or races, both nationally or internationally, including but not limited to the waterways, grounds, and other areas in and around Los Angeles, San Francisco, Treasure Island, Portland, Oregon, Tempe, Arizona, New York, New York, and Vancouver, Canada (referred to as the "practice and race premises").

2. **ASSUMPTION OF RISK.** I am aware that dragon boating and other paddling activities; entering the premises used for the purpose of launching, docking and storing equipment used in the sport of dragon boat racing and other paddling activities; and participating in the races and practice sessions held by the Los Angeles Racing Dragons ("LARD") at the practice and race premises along with related activities are hazardous activities. The risks, damages, and injuries include but are not limited to boat capsizing, loss of consciousness, collision with other objects or watercraft, prolonged exposure to cold water or extreme temperatures, slips and falls, body injuries, and accidental drowning. I am voluntarily participating in all of these activities with full knowledge of the inherent danger involved in paddling activities and hereby agree to accept any and all risks of injury, death, or property damage associated with these activities.

3. **RELEASE OF ALL CLAIMS.** As consideration for being permitted by LARD or one of its affiliated organizations to participate in these activities and use the facilities and premises in connection with the activities, I hereby agree that I, my assignees, heirs, distributees, guardians, and legal representatives will NOT make a claim against, sue or attach the property of LARD, its respective directors, members, trustees, agents, representatives, officers, employees, servants, sponsors, licensors or authorized representatives affiliated with LARD (the "Released Parties") for injury, death, or property damage resulting from the negligence or other acts, howsoever caused, by a Released Party as a result of my participation in the activities associated with Dragon Boat Practice, Racing and other paddling activities. I hereby release the Released Parties and any of their affiliated organizations from all actions, claims or demands that I, my assignees, heirs, distributees, guardians and legal representatives now have or may hereafter have for injury or damage resulting from my participation in the activities, including dragon boat racing and other paddling activities.

I hereby expressly waive all rights under California Civil Code Section 1542, which provides:

"Certain claims not affected by general release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor."

I understand that this Release releases all injuries, damages, or losses to myself or my property, real or personal, whether known or unknown, foreseeable or unforeseeable, patent or latent, which I may have against the Released Parties.

4. **VOLUNTARY EXECUTION.** I HAVE CAREFULLY READ THIS AGREEMENT AND RELEASE FORM AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND LARD AND/OR ITS AFFILIATED ORGANIZATIONS AND SIGN IT OF MY OWN FREE WILL.

By signing this Release, I hereby acknowledge and represent that I have read the foregoing, understand it and agree to it voluntarily, and that I am 18 years of age or older or that I have obtained the written consent of my parent or guardian.

Executed at Long Beach, California, on _____
(City Location) (Date)

Name _____
(print clearly)

Signature _____
(If under 18,
parent/guardian
must sign below)

Address _____

Phone # _____

Email _____

Emergency Contact Name _____

Emergency Phone # _____

RELEASE BY PARENT OR GUARDIAN OF MINOR

The undersigned hereby declares that he or she is the parent or legal guardian of the above named Releasor, a minor born (date) . The undersigned consents to Releasor's participation in the above described event and the activities and consents and agrees to the terms and conditions of this Agreement and Release From Liability as expressed in its entirety above.

Name _____ **Date** _____

Signature _____

WELCOME TO TeamLARD!!!!