

**SAN DIEGO CANOE KAYAK TEAM**  
**WAIVER, RELEASE OF LIABILITY, AND ASSUMPTION OF RISK**  
*[Valid from January 2011 to December 2011]*

In consideration of the services of SAN DIEGO CANOE KAYAK TEAM, its members, 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 "SDCKT"):

1. I hereby agree to release, indemnify, and discharge SDCKT of liability, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as described below with respect to SDCKT activities, including SDCKT 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.
2. I understand and hereby acknowledge that my participation in paddling a canoe, kayak and surf ski 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 nature and quality of the activity. I assume those risks and release SDCKT from liability resulting from those risks. I understand that I am hereby relinquishing certain legal rights.
3. I understand and acknowledge that the risks include, among other things: boat capsize; 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. I assume those risks and release SDCKT from liability resulting from those risks. I understand that I am hereby relinquishing certain legal rights.
4. I understand and acknowledge that SDCKT seeks safety as its first and paramount concern, 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 assume those risks and release SDCKT from liability resulting from those risks. I understand that I am hereby relinquishing certain legal rights.
5. I understand and acknowledge the nature and risks of canoe, kayak and surf ski paddling and I represent that I am qualified, in good health, and in proper physical condition to participate in such activity. I agree that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the activity.
6. I 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.
7. I agree that any boat, equipment or other personal property belonging to me stored at SDCKT facilities is done so entirely at my own risk. I agree to absolve SDCKT of all responsibility for any damage to or loss of said personal property so stored.
8. I agree that any boat, equipment or other personal property belonging to me that is transported on SDCKT, members, officers, employees or volunteers trailers, vehicles, or boats is done so entirely at my own risk. I agree to absolve SDCKT of all responsibility for damage to or loss of said personal property so transported.
9. **SDCKT being on City of San Diego land, this agreement applies to any negligence alleged against SDCKT and/or the City of San Diego:** I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SDCKT and the City of San Diego 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 SDCKT's equipment or facilities, including any claims which allege negligent acts or omissions by SDCKT or the City of San Diego.
10. Should SDCKT and/or the City of San Diego or anyone acting on their behalf, be required to incur attorney fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
11. I represent that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in this activity. Alternatively I agree to bear the costs of such injury or damage myself. I agree that I assume the risk of any medical or physical condition I may have.
12. In the event that I file a lawsuit against SDCKT and/or the City of San Diego, 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 SDCKT and/or the City of San Diego 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.**

**Athlete Signature:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
Street Apt.# City (Spell out Completely) State/Zip

**Phone #s: Hm:** \_\_\_\_\_ **Cell:** \_\_\_\_\_ **Email:** \_\_\_\_\_ **DOB:** \_\_\_\_\_ **M/F** \_\_\_\_\_

**Emergency Contact Name:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_

**Phone #s: Hm:** \_\_\_\_\_ **Cell:** \_\_\_\_\_ **Email** \_\_\_\_\_

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)**  
In consideration of ("Minor") being permitted by SDCKT to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless SDCKT and/or the City of San Diego 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:** \_\_\_\_\_