

AGREEMENT AND RELEASE FROM LIABILITY



1. **VOLUNTARY PARTICIPATION.** I, (print name) _____, a team member of the (name of team) _____, acknowledge that I am over 18 years of old and voluntarily participating in the International Dragon Boat Association races and practices (referred to as activities) to be held in the areas of Oakland Estuary and Lake Merritt including waterways and grounds owned by the Port of Oakland and City of Oakland (referred to as the “premises”).

2. **ASSUMPTION OF RISK.** I and my parent/guardian are aware that dragon boat racing; entering the for the purpose of launching, docking and storing equipment used in the sport of dragon boat racing; and participating in the International Dragon Boat Association races and practice sessions held at the premises along with related activities are hazardous activities. I am voluntarily participating in all of these activities with full knowledge of the danger involved and hereby agree to accept any and all risks of injury or death associated with these activities AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE:
_____.

3. **RELEASE.** As consideration for being permitted by the International Dragon Boat Association (the “Association”) 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 the International Dragon Boat Association (IDBA), the Port of Oakland or any of its departments, , Jack London Aquatic Center, the City of Oakland or any of its departments, Oakland Parks and Recreation Department, Oakland Unified School District, Alameda County Sheriff’s Department or any organizations or partners, their respective directors, members, trustees, agents, representatives, officers, employees, servants, sponsors, licensors or authorized representatives affiliated with the International Dragon Boat Association (the “Released Parties”) for injury or 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 Racing. 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.

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 the association and/or its affiliated organizations and sign it of my own free will.

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By signing this Release, I hereby acknowledge and represent that I have read the above carefully, understand and agree to it voluntarily, and that I am 18 years of age or older.

Executed at _____, California, on _____
City/Location Date

Clearly Print Name of Releasor (paddler) Above

Signature of Releasor (*over 18 year of age*)

Daytime Phone #: _____ Email: _____

Name of Team Manager: _____ Phone #: _____

Emergency Contact Name and phone #: _____

