

**SAN DIEGO CANOE KAYAK TEAM  
WAIVER, RELEASE OF LIABILITY, AND ASSUMPTION OF RISK**

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, surf ski, or paddle board entails risks that are known, unknown, anticipated, and/or unanticipated that could result in physical injury, 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 activity on open water. 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 SDCKT seeks safety as its first and paramount concern, but it is not infallible. It might be unaware of a participant's fitness/abilities or it might misjudge the weather and, as a result, 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.
4. I understand and acknowledge the nature and risks of canoe, kayak, surf ski and paddle board 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.
5. 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.
6. 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.
7. 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.
8. **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.
9. 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.
10. 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.
11. 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.
12. I hereby grant to SDCKT, its agents and assigns the right to use photos and/or other digital reproduction of me or other reproduction of my physical likeness for publication processes, whether electronic, print, digital or electronic publishing via the internet. This authorization shall remain in effect until revoked in writing and delivered to SDCKT.

**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**

**Contact Phone: #1:** \_\_\_\_\_ **#2:** \_\_\_\_\_ **Email:** \_\_\_\_\_ **DOB:** \_\_\_\_\_ **M/F** \_\_\_\_\_

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

**Phone #s: 1:** \_\_\_\_\_ **#2:** \_\_\_\_\_ **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:** \_\_\_\_\_



**USA CANOE/KAYAK  
WAIVER AND RELEASE OF LIABILITY  
READ BEFORE SIGNING**

IN CONSIDERATION of being permitted to participate in any way in the National Paddling Committee, Inc. dba USA Canoe/Kayak sports and recreation program and related activities ("Activities") I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of Paddlesports and related Activities and that I am qualified, in good health, in proper physical condition to participate in such Activity and willingly agree to comply with the stated and customary terms and conditions of participation. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately notify the nearest official and discontinue further participation in the Activity.

2. FULLY UNDERSTAND that: (a) Paddlesports and related ACTIVITIES INVOLVE RISKS AND DANGERS OF DAMAGE TO PERSONAL PROPERTY AND SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE National Paddling Committee, Inc. dba USA Canoe/Kayak, its affiliated clubs, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, INJURIES, DAMAGE TO PROPERTY, OR OTHER DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PRINTED NAME OF PARTICIPANT: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
(Street) (City) (State) (Zip)

DATE OF BIRTH: \_\_\_\_\_ USACK #: \_\_\_\_\_ CLUB/ORGANIZATION: \_\_\_\_\_

PHONE: ( ) \_\_\_\_\_ DATE: \_\_\_\_\_

**FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)**

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF PADDLESORTS AND RELATED ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEE'S FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

PRINTED NAME OF PARENT/GUARDIAN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
(Street) (City) (State) (Zip)

PHONE: ( ) \_\_\_\_\_

PARENT/GUARDIAN SIGNATURE (only if participant is under the age of 18): \_\_\_\_\_

DATE: \_\_\_\_\_