

HOKULOA OUTRIGGER CANOE CLUB

Release of Liability, Waiver of Claims, and Assumption of Risk

Effective Period: **From January 1, 2019 through December 31, 2019**

RELEASE OF LIABILITY AND WAIVER OF CLAIMS

In consideration of being allowed to participate with Hokuloa Outrigger Canoe Club (hereinafter HOCC), its events and/or its programs, **I hereby fully release from liability and waive all claims against HOCC, its respective officers, directors, coaches, volunteers, and all of their members who engage in these activities (hereinafter the "Released Parties")**. The release includes, but is not limited to, all official competitions, all official and or informal practice and training sessions, all non-official competitions, as well as all social, charitable and/or fund-raising functions and any travel that is incidental and/or related to these activities. This release from liability and waiver of claims shall apply to all claims that may arise because of any mental and/or physical injury, disability and /or death, suffered by me, or any member of my family. I also release all claims against the Released Parties that may arise because of any loss, damage and/or destruction of my personal property. I intend that these releases shall fully bind my estate, heirs, survivors and/or assigns and that they shall be effective to the fullest extent permitted by law.

ASSUMPTION OF RISK

I am a voluntary participant; I warrant that I am in good physical health that I accept full responsibility for any medical expenses that may arise from any injuries I sustain while participating in these activities. I am fully aware of the dangers and risks associated with these activities. I understand that these risks include, but are not limited to, the risks of mental and/or physical injury, permanent disability, death and/or property damage that could be caused by any of the following:

1. The risk of any equipment malfunction or failure. This includes, but is not limited to, or improper or inadequate installation or maintenance of, any parts of the canoes and/or escort vessels, including any safety equipment.
2. This risk of my own negligence and/or the negligence of others.
3. The effects of exhaustion and/or exposure to extreme environmental conditions, including high surf, strong currents, high winds, storms and/or temperature extremes. I also understand that these conditions can affect the judgement, strength, stamina, and/or coordination, of myself, or others, thereby increasing my risk of injury, disability and/or death.
4. The increased health risks associated with sustained physical exertion under adverse conditions, including, but not limited to, seasickness, dehydration, heat exhaustion, heat stroke and heart attack.
5. The risk of injury, disability, death and/or property damage that may arise when loading, unloading, trailering and/or transporting the heavy canoes and/or equipment that are used in these activities.
6. The risk of injury, disability, death and/or property damage that may arise from the use of canoes and/or power boats in practices and in competitions. This includes, but is not limited to, the risk that I may be struck, cut, crushed or pinched by one of these vessels, regardless of whether I am a passenger, paddler, or competitor.
7. The risk of injury, disability and or death from dangerous and/or unpredictable marine life such as jelly fish, sting rays, sharks, sea lions, whales and other such animals.
8. The increased risk caused by limited or inadequate access to proper medical attention in the event of injury.

I also fully understand and accept that there are any number of other risks, both known and unknown, that may be encountered by me in these activities, even if not specifically listed above. I am fully aware of, and responsible for, my own health condition and/or any physical limitation I may have both known and unknown, that may place me at risk with respect to these activities. I also warrant and agree that I will comply with all safety instructions given to me and I will warn others of any unsafe conditions I may observe while participating in these activities. With these understandings in mind, **I fully accept and assume all risks that are associated with, or may be encountered by me, while participating in these activities.**

INDEMNIFICATION

I agree to fully hold harmless and to defend and indemnify the Released Parties from all claims, including all costs incurred in defending against said claims that arise from, or are related to my own actions or inactions, or any injuries I may cause or incur during my participation in these activities. Thus shall also include, but is not limited to, any costs or fees that may be associated with emergency response providers, emergency case services and/or medical transport providers.

MEDIA RELEASE

I understand that I may be photographed, filmed or otherwise recorded during these activities. I agree to allow my image, actions and voice to be so recorded and I agree that these recordings may be used by HOCC for any educations, compensation, indefinitely, and without the need for further permission or licensing from me.

VENUE SELECTION

I agree that any action arising out of, related to my participation in these activities, or relating to the interpretation of enforcement of this Agreement must be filed in the California Superior Court of Ventura County and that it will be interpreted solely in accordance with California law.

I have fully read and understand both pages of this document and I am signing it voluntarily, without relying on any other oral or written representation or statement not included herein. **I RECOGNIZE THAT BY SIGNING THIS DOCUMENT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. I AM SIGNING THIS DOCUMENT OF MY OWN FREE WILL AND I INTEND FOR MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY IN FAVOR OF THE RELEASED PARTIES TO THE GREATEST EXTENT ALLOWED BY LAW.**



I agree to the statements above

Full Name (Printed) _____

Signature: _____

Date: _____

PARENT OR GUARDIAN (if applicable)

Guardian Name (Printed) _____

Guardian Signature _____

Date: _____