CALIFORNIA DRAGON BOAT ASSOCIATION
LIABILITY RELEASE AND WAIVER AGREEMENT

VERSION January 1, 2010

In consideration for permission to participate in dragon boat practice and competition, each person signing below or on the reverse hereby stipulates and agrees:

1. ASSUMPTION OF RISK

I represent that I am physically sound and have medical approval to participate in California Dragon Boat Association (the "CDBA"), United States Dragon Boat Federation (the USDBF), and Self-Help for the Elderly ("Self-Help") dragon boat related events, tournaments, and practices, and related association events (the "Activities"). I have recently sought and received a medical examination that determined that it is safe for me to participate in the extreme physical exertion involved in the Activities. I will obtain such a medical examination each year before participating in the Activities (or after showing any symptoms that might call into question the adequacy of my health to participate in the Activities). If I violate the requirement of the CDBA, USDBF and Self-Help that I have such medical examinations prior to my participation in the Activities each year, I shall assume the risk of my medical condition not being adequate to participate in the Activities. I shall promptly notify CDBA, USDBF and Self-Help in writing of any changes in my health that might call into question the appropriateness of me continuing to participate in the Activities.

I VOLUNTARILY AND FREELY CHOOSE TO ASSUME ALL RISKS AND DANGERS, including the risk of injury or death that may be associated with, or result from, my participation in the Activities.

2. RELEASE FROM LIABILITY

I agree, for myself and my heirs, to fully and forever discharge and release CDBA, USDBF and Self-Help, Lake Merced, Bair Island Aquatic Center (BIAC), Berkeley Marina, Alameda's Mariner Square, Paragon Point, Lake Elizabeth, Quarry Lake, NCOCA, Wavechaser, Lake Del Valle, East Bay Regional Park District, Lake Merritt, City of Oakland, Treasure Island, Treasure Isle Marina and ALMAR Marina, Treasure Island Sailing Center, Treasure Island Development Authority, City and County of San Francisco, Foster City Boat Park, Sacramento-Yolo Port District and the City of West Sacramento, their officers, directors, agents and employees (collectively, the "Releasees") from any and all liabilities, claims, demands, actions and causes of action whatsoever whether known or unknown based upon any injuries, costs, loss of services, expenses, actions and causes of action whatsoever whether known or unknown based upon any injuries, costs, loss of services, expenses and any and all damage claims whatsoever, whether caused by their NEGLIGENCE or for any other reason, on the account of, or in any way resulting from, personal injuries, conscious suffering, death or property damage to myself or to any other person or property, in any way connected with my preparation or practice for, or participation in, the Activities. I agree that this Liability Release and Waiver Agreement shall include my participation in any and all sports activities sponsored by the Releasees including, but not limited to, practice sessions, instructional sessions, activities directed by a coach or a team representative and/or promotion activities.

3. COVENANT NOT TO SUE

I agree, for myself and all my heirs, not to sue Releasees, not to initiate to assist the prosecution of any claim for damages or case of action which I or my heirs may have by reason of personal injury or death to participation or destruction to participants property arising from Releasees' activities.

4. INDEMNITY AGREEMENT

I agree, for myself and my heirs, to indemnify and hold harmless the Releasees from any loss, claims, action, causes of action, or proceedings of any kind which may be initiated by me or by any other person, entity or organization, including demands, judgments, costs, loss of services, expenses, or reimbursement of counsel fees incurred by participant or by the Releasees from activities contemplated by this agreement. I give permission to Releasees to obtain on my behalf any emergency medical treatment. In case of sickness, accident or injury, Releasees have my express permission to secure, at my expense, such medical treatment as is deemed necessary in the sole discretion of Releasees.

5. CONTINUATION OF OBLIGATIONS

I agree, for myself and my heirs, that the above provisions, including ASSUMPTION OF RISK, RELEASE FROM LIABILITY, COVENANT NOT TO SUE &INDEMNITY AGREEMENT shall continue in full force and effect now and at all future times when participant is involved in the Activities. In the event of any dispute or controversy arising with respect to this Release and Liability Agreement, its interpretation, application and/or extinction, said dispute or controversy will be resolved by binding arbitration proceedings conducted by the American Arbitration Association ("AAA") in San Francisco, California, pursuant to the commercial arbitration AAA rules then in effect.

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ EACH OF THE ABOVE PROVISIONS AND FULLY UNDERSTAND AND AGREE WITH EACHPROVISION. I HAVE HAD THE OPPORTUNITY TO HAVE COUNSEL OF MY CHOICE REVIEW IT WITH ME. I HAVE READ AND FULLY UNDERSTAND AND ACCEPT EACH OF THE PROVISIONS OF THIS AGREEMENT.

I HEREBY EXPRESSLY WAIVE THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 WHICH PRVOIDES AS FOLLOWS:
CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOESNOT 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 HEREIN UNDERSTAND AND AGREE that all rights under Section 1542 of the California Civil Code are expressly waived and that this Release releases all injuries, damages, or losses to the person and property, real or personal, whether known or unknown, foreseeable, unforseeable, patent or latent, which she/he may have against another party or parties herein released.

_____	_____	_____	_____	_____	_____
Signature of Participant	PRINTED Name of Participant	Date	If Age under 18, Signature of Guardian	PRINTED Name of Guardian	Date

Participant: you must also complete **ALL** fields below. Please print clearly.

Phone: (_____) _____ Email Address: _____

Address: _____
City State ZIP

Primary Team: _____ Emergency Contact Name & Phone #: _____(_____) _____