Team: _____

LA County Parks and Rec c/o Team Dragon Eyes Release, Waiver of Liability and Assumption of Risk

Paddling Dates Include But Are Not Limited To: January 1, 2025 - December 31, 2025
Race/Festival Dates Include But Are Not Limited To: May 31, 2025

In consideration of the use of the services, equipment, and facilities provided by the Castaic Lake Los Angeles County Parks and Rec, State of CA, Friends of Castaic Lake, Mesa Underwriters Specialty Insurance, and each entity's agents, owners, officers, volunteers, participants, employees, coaches, instructors, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Team Dragon Eyes"), I hereby agree to release and discharge Team Dragon Eyes, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows: I acknowledge that Dragon Boat paddling, Dragon Boat racing, and related activities (collectively referred to as "Activity" or Activities") entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the Activity. **These risks include, among other things**: boat capsize; tidal conditions and currents; 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, waves and lightning; aggressive and/or poisonous marine life; wrist, arm, shoulder and/or back injuries; slips and falls; and rapidly changing adverse weather and water conditions. COVID-19 infection and/or death. Furthermore, Team Dragon Eyes instructors and organizers have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction. This release also extends to all ICEA events I participate in whether or not the event is directly related to dragon boat paddling.

1. **I VOLUNTARILY ASSUME ALL RISK KNOWN AND UNKNOWN, OF INJURIES, HOWEVER CAUSED, EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION, OR NEGLIGENCE OF TEAM Dragon Eyes TO THE FULLEST EXTENT OF THE LAW.** My participation in this Activity is purely voluntary, and I elect to participate in spite of any and all risks.
2. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Friends of Castaic Lake c/o Team Dragon Eyes from any and all claims, demands, or causes of action, which are in any way connected directly or indirectly with my participation in this Activity or my use of Team Dragon Eyes's equipment or facilities, including any such claims which allege negligent acts or omissions of the Team Dragon Eyes.
3. Should the Team Dragon Eyes or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to solely bear the costs of such injury or damage. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
5. In the event that I file a lawsuit against the Team Dragon Eyes, I agree to do so solely in the state of California, and I further agree that the substantive law of California shall apply in that action. 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 the Team Dragon Eyes on the basis of any claim from which I have released it therein. I have had sufficient opportunity to read this entire document. I have read and understood it, and agree to be bound by its terms.

Member Signature_____ Date:_____
Print Name_____ DOB:_____ Phone: _____
Address: _____ City: _____ Zip:_____
Emergency Contact: _____Emergency Phone: _____
Team Name: _____

IF PARTICIPANT IS UNDER 18 YEARS of AGE
PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

I hereby give my consent for the above named minor to participate in the Activities defined above. I, the undersigned, hereby release and discharge the International Culture Exchange Association, the Southern California Dragon Boat Club, Friends of Castaic Lake, Team Dragon Eyes, the State of CA, County of Los Angeles, Los Angeles County Parks and Rec, and each entity's agents, owners, officers, volunteers, participants, employees, coaches, instructors, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Team Dragon Eyes"), from all liabilities associated with any and all claims related to such Activity that may be filed on behalf of or for the above named minor. For the purposes of this agreement, liability means all claims, demands, losses, causes of action, suits or judgments of an and every kind that occurs during the above-described activity and that results from any cause other than the negligence of Team Dragon Eyes.

Parent/Guardian Signature: _____
Print Name: _____ Date: _____