

Release of Claims Agreement

(This is a legally binding agreement, which will bar your ability to sue for injuries you may receive while competing in the **Rainbow Sandals King & Queen of the Dogpatch**. Please read this Agreement carefully and do not sign unless you agree to all of the terms.)

Safety Warning and Assumption of Risk

Participants are advised that they should be in good physical condition because events may involve strenuous physical activity. Participants are further advised that the **Rainbow Sandals King & Queen of the Dogpatch** events are held in a natural environment, in conditions that are subject to change at any time and without prior warning. Aspects of the environment which may be hazardous include, but are not limited to the following: submerged rocks, inshore holes, sand bars, strong currents, strong wave action, cross currents, rip currents and hazards caused by other competitors. I acknowledge that open ocean competition, such as the events offered during the **Rainbow Sandals King & Queen of the Dogpatch** is an inherently dangerous sport in which I participate at my own risk. There is an inherent risk of serious injury and death in connection with ocean competition, and I expressly assume the risks for any damages to myself, any other persons or property resulting from my participation in the **Rainbow Sandals King & Queen of the Dogpatch**.

Release of Liability and Waiver of Claims

For and in consideration of permitting the undersigned participant (in the capacity of competitor, volunteer or spectator) to enroll in and participate in the athletic events and competition organized by the Rainbow Sandals and the State of California, **Department of Parks and Recreation** (The "**Released Parties**") the Undersigned hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action of personal injury, property damage or wrongful death occurring to him/herself arising as a result of engaging in, receiving instructions regarding said activities and participating in the competition or any activities incidental thereto wherever or however the same may occur and for whatever period said activities or competition activities may continue, and the Undersigned does for him/herself, his/her heirs, executors, administrators and assigns hereby release, waive, discharge and relinquish any action or causes of action, aforesaid, which may hereafter arise for him/herself and for his/her estate, and agrees that under no circumstances will he/she or his/her heirs, executors, administrators and assigns prosecute, present any claim for personal injury, property damage or wrongful death against Rainbow Sandals and the **State of California, Department of Parks and Recreation** or any of its officers, agents, servants or employees for any of said causes of action, whether the same shall arise by the negligence of any of said persons, co participants or otherwise. IT IS THE INTENTION OF THE UNDERSIGNED PARTICIPANT BY THIS INSTRUMENT, TO EXEMPT AND RELIEVE RAINBOW SANDALS AND THE **STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION** FROM ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY PASSIVE OR ACTIVE NEGLIGENCE OF THE RELEASED PARTIES.

The Undersigned acknowledges that he/she has read the foregoing paragraph, has been fully and completely advised of the potential dangers incidental to engaging in the activity and competition activities offered by the Released Parties, and is fully aware of the legal consequences of signing the Release of Claims Agreement.

I ACKNOWLEDGE THAT BY SIGNING THIS RELEASE OF CLAIMS AGREEMENT, THAT I AM GIVING UP AND WAIVING THE RIGHT TO PURSUE A CLAIM AND FILE A LAWSUIT AGAINST THE RELEASED PARTIES IF I AM IN ANY WAY INJURED OR KILLED DURING THIS EVENT.

Parental/Guardian Agreement

(This paragraph must be signed by the parent/guardian of any competitor under the age of eighteen (18) and this form must be signed by such parent/guardian.)

I/We, the undersigned, do agree on behalf of any/our minor child/ward, to be bound by the terms and conditions of this release form. We hereby waive any and all claims that could be asserted by the minor, including, but not limited to any claims which may arise under the Code of Civil Procedure providing for an action by the parents/guardian of an injured minor. I/We have explained the consequences of this release to the minor and I/We understand that in the event the minor is injured or killed in an ocean event, I/We will not be able to bring any claim for damages for any injury to or loss of life of the minor.

Photograph, Film and Video Authorization

In consideration for the Rainbow Sandals Gerry Lopez Battle of the Paddle and the **State of California, Department of Parks and Recreation** allowing me to compete in any and all ocean events, on behalf of myself, my heirs assigns and personal representatives, I hereby agree and consent to my likeness being preserved in photographs, film video or other electronic means. I further agree that my likeness may be used by Rainbow Sandals or the **State of California, Department of Parks and Recreation**, without any payment to me, for any purpose, including but not limited to: advertising, news media, commercial use and sales.

The undersigned represents that all of the statements set forth herein are true and correct, and I declare under penalty of perjury that I have read and understand each and every part of this Agreement and that I am executing the same of my own free will, and without and coercion by the Released Parties. This Release Agreement is executed this _____ day of _____, 20____ at _____, California.

Participant Signature

Parent/Guardian Signature (if for minor)