

### Waiver of Liability

In consideration of the acceptance of my request for membership into the Shadow Cliffs Open Water Aquatic Team, hereafter referred to as SOWAT,

I agree to abide by all the rules and regulations of the East Bay Regional Park District (EBRPD) and SOWAT. I have received a copy of SOWAT club rules and regulations and agree to abide by these rules.

Applicants that are 18 years of age or less must obtain written parental consent in order to participate in SOWAT club activities.

I am aware that participation in the activities of SOWAT is potentially dangerous. I have been warned that I should not participate in this activity unless: 1) I am in excellent physical condition 2) I have previously completed a 1500 meter swim in under 30 minutes or I am able to swim one mile in open water continuously, without rest 3) I have been examined by a licensed physician and advised that I can safely participate in the training activities of SOWAT.

Knowing these facts, in consideration of acceptance into SOWAT, I hereby for myself, my heirs, my executors and administrators, waive, release and discharge the directors of SOWAT, the members of SOWAT, the directors and employees of the EBRPD and any successors or assigns from any and all rights, claims or liabilities for damage for any and all injuries to me or my property or for damage caused by me or to anyone else, arising out of or in connection with my participation on this activity

I further agree that I will defend, indemnify and hold harmless the directors of SOWAT, the members of SOWAT, the EBRPD and its employees, directors or its agents against all claims, demands or causes of action including court costs and attorney fees directly or indirectly arising from any or other proceedings brought by or prosecuting for my benefit contrary to this agreement.

This release extends to all claims of any kind and nature whatsoever, whether known or unknown and I expressly waive any benefits I may otherwise have under Section 1542 of the Civil Code of California relating to the release of unknown claims.

Name: \_\_\_\_\_ email: \_\_\_\_\_  
(Printed)

Address: \_\_\_\_\_  
(Parental Signature if under 18)

City, State & Zip Code: \_\_\_\_\_

Cell phone: (\_\_\_\_\_) \_\_\_\_\_ Current date: \_\_\_\_\_

Other phone: (\_\_\_\_\_) \_\_\_\_\_ Birth date: \_\_\_\_\_

*I have read the waiver and agree to follow the team rules. I understand that if I break the team rules I will lose my SOWAT privileges.*

Signature: \_\_\_\_\_

**EAST BAY REGIONAL PARK DISTRICT**

**WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT**

**Waiver and Release of Liability.** In consideration of being allowed to volunteer, use and participate in activities of the **SOWAT swim team** at the **East Bay Regional Park District** (“Recreational Activity”), I, for myself and my spouse, my child, heirs, personal representatives, next of kin, and assigns, voluntarily agree to release, waive, discharge, and promise not to sue the East Bay Regional Park District, its officers, directors, agents, volunteers, and employees (collectively the “District”) from and against any and all liability for any accident, illness, injury, death, wrongful death, or property damage/loss arising out of my participation in the Recreational Activity and/or use of District facilities and equipment (along with the use of transportation provided, arranged, or paid for by the District, including such transportation for medical treatment), whether occurring on or off District property, and whether caused by any negligence of the District or otherwise, excepting only to the extent caused by District’s gross negligence.

**Assumption of Risk.** I understand that participation in the Recreational Activity and the use of District facilities, equipment, and transportation carry inherent risks that cannot be eliminated regardless of the care taken to avoid injury. These risks may result in injuries that include, but are not limited to, disease, cuts, eye injuries, blindness, broken bones, concussions, heart attacks, heat stroke, dehydration, joint or back injuries, brain injuries, drowning, paralysis, and death, as well as damage/loss of personal property. I also understand that these risks might arise for a variety of reasons, including but not limited to, actions, inaction or negligence of other parties, participants, or of the District. I further understand that there may be other risks that are not known to me or reasonably foreseeable at this time. **By signing below, I acknowledge that participation in the Recreational Activity and the use of District facilities, equipment, and transportation is voluntary and that I knowingly assume any and all risks, known and unknown.**

**Severability.** I understand and acknowledge that this Agreement is intended to be as broad and inclusive as permitted by law. If any portion of this Agreement is deemed invalid, it is agreed that the remaining portion of the Agreement shall continue in full legal force and effect.

**Minor Participants.** If Participant is under 18, Participant’s custodial parent or legal guardian must sign below, warranting that he or she is the Participant’s custodial parent or legal guardian, and is agreeing to the terms and conditions of this Agreement, on both his or her and the Participant’s behalf. **Parent or legal guardian acknowledges by their signature that they are giving up the same rights for the minor as they would be giving up if they signed this Agreement on their own behalf.**

**I have read this Agreement and understand that I am giving up substantial rights by signing it, but do so voluntarily and intend to completely release the District from the liability described above to the greatest extent allowed by law.** I also understand that this Agreement is legally binding on me and my child (if applicable), spouse, heirs, personal representatives, assigns, and next of kin.

Participant’s Name \_\_\_\_\_

(Print)

Name of Custodial Parent or Guardian (if Participant is under 18): \_\_\_\_\_

(Print)

Signature:

Date:

\_\_\_\_\_  
Participant Signature (if over 18) or Custodial Parent or Guardian Signature