

SOUTHERN CALIFORNIA OUTRIGGER RACING ASSOCIATION
RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISK

Name: _____
Last First M.I.

Date of Birth: _____ / _____ / _____
Month Day Year

Club Affiliation: _____

SCORA ID: _____ Sex: M / F

RELEASE OF LIABILITY AND WAIVER OF CLAIMS

In consideration of being allowed to participate in the events and/or programs of Southern California Outrigger Racing Association ("SCORA") and/or its member clubs between and including January 1, 2025 and December 31, 2025, I HEREBY FULLY RELEASE FROM LIABILITY, WAIVE ALL CLAIMS AGAINST, AND COVENANT NOT TO SUE, SCORA, ITS MEMBER CLUBS (INCLUDING MY OWN CLUB AFFILIATION IDENTIFIED ABOVE), THEIR RESPECTIVE OFFICERS, DIRECTORS, COACHES, VOLUNTEERS, AND ALL OF THEIR MEMBERS (hereinafter the "RELEASED PARTIES") IN CONNECTION WITH THE ACTIVITIES (AS DEFINED IN THE FOLLOWING SENTENCE). The "Activities" include, but are 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, waiver of claims, and assumption of risk (this "Release") shall apply to all claims that may arise because of any mental, emotional, and/or physical injury, disability and/or death, exposure to communicable diseases, viruses, bacteria or illnesses or the causes thereof, or sickness, suffered by me, or any member of my family. I also release, waive all claims against, and covenant not to sue the Released Parties in connection with any loss, damage and/or destruction of personal property. I intend that these releases shall fully bind myself, 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 the Activities, and that I will not seek coverage or reimbursement for such expenses from the Released Parties. I am fully aware of the dangers and risks associated with the Activities. I understand that these risks include, but are not limited to, the risks of mental, emotional, and/or physical injury, permanent disability, death, and/or property loss or damage, that could be caused by any of the following, among other causes:

1. The risk of any equipment malfunction or failure. This includes, but is not limited to, the lack of, or improper or inadequate installation or maintenance of, any parts of the canoes and/or escort vessels, including any safety equipment.
2. The 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 judgment, strength, stamina and/or coordination, of myself, or of 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 loss or damage that may arise when loading, unloading, trailering and/or transporting the heavy canoes and/or equipment that are used in the Activities.
6. The risk of injury, disability, death, and/or property loss or damage that may arise from the use of canoes and/or power boats in practices and/or 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 risks caused by limited or inadequate access to proper medical attention in the event of injury.

BY PARTICIPATING IN OR ATTENDING ANY OF THE ACTIVITIES, I VOLUNTARILY ASSUME ALL RISKS RELATED TO EXPOSURE TO COVID-19. I expressly and unconditionally assume all risks and dangers of every kind and nature whatsoever known or unknown, foreseen or unforeseen, and relating or incidental to my attendance at any of the Activities,

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including but not limited to the risk of personal injury (including death), exposure to communicable diseases, bacteria, illnesses or viruses or the causes thereof, or sickness, including without limitation exposure to the novel coronavirus SARS-CoV-2 and any resulting complication or disease (including but not limited to "COVID-19" together with any mutation, adaptation or variation thereof). I understand and agree that: (a) COVID-19 is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are present; (b) no precautions, including any protocols that may be implemented as part of any Activity, can eliminate the risk of exposure to COVID-19; (c) people of all ages and health conditions, including young, healthy people, have been adversely affected by COVID-19; (d) certain people have been identified by public health authorities as having greater risk based on their age or underlying medical conditions; and (e) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, and other short-term and long-term health effects, including death, regardless of a person's age or health condition.

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 the Activities, even if not specifically listed above. I am fully aware of, and responsible for, my own health condition and/or any physical limitations I may have, both known and unknown, that may place me at risk with respect to the 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 the Activities. With these understandings in mind, I expressly waive all rights, benefits, and protections I may have under California Civil Code §1542, which says: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party. **I FULLY ACCEPT AND ASSUME ALL RISKS THAT ARE ASSOCIATED WITH, OR MAY BE ENCOUNTERED BY ME, WHILE PARTICIPATING IN THE ACTIVITIES**

SAFETY PROTOCOLS

I understand and agree that, due to the uncertainty related to the COVID-19 pandemic, my attendance and participation in the Activities is subject to all safety and health policies put in place by SCORA and or its member clubs, which include the protocols set forth below. I acknowledge that due to the evolving nature of the pandemic, SCORA and/or its member clubs may continue to develop and update these protocols and/or their policies at any time. By attending or participating in any Activity, I acknowledge and agree that I will comply with all protocols and/or policies then in place and that my attendance and participation in any Activity is conditioned on such compliance.

Stay-at-Home Protocol: I agree that neither I, nor anyone with whom I have close contact, will attend any Activity if any one or more of the following is true on the day of such Activity:

- Within the prior 14 days, I have (or any person with whom I have close contact has) tested positive for, or been exposed to someone who has tested positive for, COVID-19;
- Within the prior 48 hours, I have (or any person with whom I have close contact has) experienced symptoms of COVID-19 (e.g., a fever of 100.4°F or higher, cough, shortness of breath or difficulty breathing, chills, repeated shaking, muscle pain/achiness, headache, sore throat, loss of taste or smell, nasal congestion, runny nose, vomiting, diarrhea, fatigue or any other symptoms associated with COVID-19 identified by the CDC); or
- Within the prior 14 days, I have (or any person with whom I have close contact has) travelled to any state or international territory identified by federal or applicable local governments as being subject to travel or quarantine advisories due to COVID-19.

PUBLICITY RELEASE

I understand that I may be recorded by photograph, video, or otherwise, visually and/or orally during the Activities. I grant an exclusive, worldwide, irrevocable, perpetual, sub-licensable, royalty-free license to the Released Parties to use, publish, distribute, edit, modify, and/or alter my image, likeness, voice, actions and statements (collectively, "Likeness") in any medium now or hereafter existing including, without limitation, any audio, video, film, photographs, social media, exhibition, transmission, publication or reproduction of the Activities for any purpose whatsoever, including but not limited to the non-profit, educational, and/or commercial purposes of the Released Parties and/or their sponsors, licensees, and/or advertisers, without further notice, authorization or compensation, and I hereby waive all claims and potential claims relating to such use unless prohibited by law.

INDEMNIFICATION

I agree to fully hold harmless and to defend and indemnify the Released Parties from all claims, including all costs and fees, 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. This shall also include, but is not limited to, any costs or fees that

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may be associated with emergency response providers, emergency care services and/or medical transport providers.

MISCELLANEOUS

I UNDERSTAND AND AGREE THAT IN NO EVENT WILL ANY RELEASED PARTY BE RESPONSIBLE OR LIABLE TO ME OR ANYONE ELSE FOR, AND I HEREBY KNOWINGLY AND EXPRESSLY WAIVE ALL RIGHTS TO SEEK, DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE OTHER THAN OUT OF POCKET EXPENSES, AND ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, ARISING OUT OF OR IN CONNECTION WITH THE ACTIVITIES OR THE RELEASED PARTIES' USE OF MY LIKENESS, EVEN IF ANY RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER THE CLAIM IS BASED UPON ANY CONTRACT, TORT, OR OTHER LEGAL OR EQUITABLE THEORY. Only to the extent that the same is not precluded by this Release, I agree that any action arising out of, related to my participation in the Activities, or relating to the interpretation or enforcement of this Release must be filed in the California Superior Court of Orange County and that it will be interpreted solely in accordance with California law. The only exception to this rule shall be that if I file suit against any of the member clubs without filing suit directly against SCORA, then I acknowledge that the suit must be filed in the California Superior Court of the county where the primary defendant member club is located. If any provision or part of this Release is held to be illegal, unenforceable or ineffective, such provision or part thereof shall be deemed modified to the least extent necessary to render such provision legal, enforceable and effective, or, if no such modification is possible, such provision or part thereof shall be deemed severable, such that all other provisions in and referenced in this Release remain valid and binding.

I have fully read and understand all pages of this document and I am signing it voluntarily, without relying on any other oral or written representations or statements 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.**

Name: _____ Club: _____

Signature: _____ Date: ____ / ____ / ____

Address: _____
Street Apt. # City State/Zip Code

Phone: Home: _____ Cell: _____ Email: _____

Emergency Contact Name: _____ Relationship: _____

Emergency Contact Phone: Home: _____ Cell: _____

CUSTODIAL PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
Must be completed for any paddler under the age of 18

In consideration of the Minor identified above being permitted to participate in these activities, I agree to indemnify, defend and hold harmless the Released Parties, from all claims that are brought by or on behalf this Minor. I certify that I am the custodial parent of this Minor, or that I am the Minor's lawful guardian. I further agree to all terms of this Release as set forth above on behalf of myself and on behalf of such Minor.

Parent/Guardian Signature: _____ Printed Name: _____

Date: ____ / ____ / ____