

**The SUP Connection Participation and Release Agreement
Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement**

By agreeing to this waiver, you will waive certain legal rights, including the right to sue. Please read this agreement carefully.

Assumption of Risk: I am fully aware of the risks and hazards inherent to the participation of Stand Up Paddle Boarding (SUP) and Kayaking. Such risks and hazards include, but are not limited to, being hit by or colliding with other Stand Up Paddlers, kayakers, boats, seagoing vessels, swimmers, rocks, cliffs and aquatic life. I am also aware of the risk of exhaustion, dehydration, water pollution, sun/heat exposure and accidental drowning. I further understand there is the possibility of death or serious physical or mental trauma or injury (ex. Paralysis) associated with SUP and Kayaking. I hereby **voluntarily assume all risks** of loss, damage, injury or death that may be sustained by me (or the person(s) I am legal guardian of, such as my child) and any damage to any of my property (or the person(s) I am legal guardian of, such as my child's property) while I am participating in Stand Up Paddle Boarding and Kayaking from The SUP Connection.

Fitness For Participation: I certify that I have (or the person(s) I am legal guardian of, such as my child) adequate insurance to cover any injury or damage I may (or the person(s) I am legal guardian of, such as my child) cause or suffer while participating in SUP, Kayaking or fitness, or else I agree to bear the costs of such injury or damage myself. I further declare that I am willing to assume the risk of any medical or physical condition I (or the person(s) I am legal guardian of, such as my child) may have, including, but not limited to: pregnancy, heart condition, back problems, loss of consciousness and/or epilepsy.

In respect of renting Stand Up Paddle Boards, Kayaks or taking Fitness Classes from The SUP Connection, I hereby agree to:

To waive any and all claims that I have or may in the future have against The SUP Connection and to release The SUP Connection from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer as a result of my participation in a The SUP Connection activity due to any cause whatsoever, including negligence, breach of contract or breach of any statutory or other duty of care, on the part of The SUP Connection, and further including the failure on the part of The SUP Connection to safeguard or protect me from or warn me of the risks, dangers and hazards of participating in a SUP Connection paddle board, kayak rental or physical activity;

To hold harmless and assure The SUP Connection from any and all liability for any property damage or personal injury to any third party resulting from my participation in a The SUP Connection paddle board, kayak rental or physical activity;

This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns, and representatives, in the event of my death or incapacity;

This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the State of California and no other jurisdiction;

Any litigation involving the parties to this Release Agreement shall be brought solely within the State of California;

When participating in the rental or use of The SUP Connection rental equipment or physical activity, I agree to accept all responsibility to maintain the condition and whereabouts of all the equipment rented for the entire rental period and to pay all repair and/or replacement costs for any damage or theft that may occur to equipment during the rental period. Should I damage a Stand Up Paddle Board or Kayak, I agree to pay a damage fee not to exceed \$300.00 per board or kayak. Should I lose or damage a Stand Up Paddle Board beyond repair, I agree to pay a replacement fee not to exceed \$750.00. Should I lose or severely damage a SUP paddle, I agree to pay a replacement fee not to exceed \$75.00; If I am not present during the delivery or return of my Stand Up Paddle Board or Kayak, I will be fully responsible for any loss, theft or damage to the board or kayak;

If the participant is a minor, the parent or legal guardian warrants and represents that this Release Agreement, its significance and the assumption of risk, has been explained to and understood by the minor child or ward. I hereby declare, under penalty or perjury, that I am the parent or legal guardian of the named participant.

I understand CA law requires a Personal Flotation Device (PFD) while on watercraft. I have received PFD from The SUP Connection and agree to keep on person at all times while participating in Stand Up Paddle Boarding or Kayaking.

**UNIVERSITY OF CALIFORNIA, San Diego
San Diego Row for the Cure**

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration of being permitted to participate in any way in the

San Diego Row for the Cure on October 13, 2018

hereinafter called "The Activity", I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** The Regents of the University of California, its officers, employees, and agents from liability **from any and all claims including the negligence of The Regents of the University of California, its officers, employees and agents**, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in The Activity.

Assumption of Risks: Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in The Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD The Regents of the University of California HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in The Activity and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

SUSAN G. KOMEN EVENT RELEASE AND WAIVER

I AGREE THAT ANY AND ALL REPRESENTATIONS MADE AND RELEASES, WAIVERS, COVENANTS, CONSENTS AND PERMISSIONS GIVEN BY ME HEREUNDER ARE GIVEN ON BEHALF OF ME AND ANY AND ALL OF MY MINOR CHILDREN OR PERSONS OVER WHOM I HAVE GUARDIANSHIP TRAINING FOR, PARTICIPATING IN OR ATTENDING THE EVENT. MINORS UNDER 18 YEARS OF AGE MUST BE ACCOMPANIED BY A PARENT OR GUARDIAN WHO IS ALSO A REGISTERED PARTICIPANT.

Acknowledgement and Waiver of Liability/Assumption of Risk

In consideration of participation in Susan G. Komen San Diego, I, for myself and my next of kin, heirs, administrators and executors, waive and release The Susan G. Komen Breast Cancer Foundation, Inc. d/b/a Susan G. Komen ("Komen"), its affiliates (including, but not limited to, the affiliate conducting this event ("Affiliate")), and their respective directors, officers, administrators, representatives, past and present employees, volunteers, agents, supervisors, participants, all city and state governments, assigns, vendors, contractors, licensees, their representatives and successors and other persons (collectively, the "Releasees"), from any and all claims, liabilities, actions, demands, expenses, and attorneys' fees arising out of my training for, participation in and/or attendance at this event and my related fundraising activities (collectively, "this event").

I understand that the nature of my activities relating to this event may involve physical activity, contact with unidentified or unfamiliar persons or other potential risk of bodily injury or damage to property and I hereby voluntarily assume full and complete responsibility for, and the risk of, any injury (including death), accident or lost/stolen property which may occur during this event.

I attest that I am medically and physically able to participate in this event. If I experience any doubt as to my ability to successfully and safely participate in and/or complete this event, I take full responsibility for consulting a physician. I consent to emergency medical care and transportation in the event of injury to me as medical professionals may deem appropriate. This Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency, including, but not limited to, negligent emergency rescue operations.

I agree to observe and obey all laws, rules and safety procedures that relate to this event. I agree to (i) abide by any decision of an event official relative to my ability to safely compete in this event; and (ii) exhibit appropriate behavior at all times. Event officials may dismiss me, without refund, should my behavior endanger the safety of or negatively affect this event or any person, facility, or property.

Image/Recording/Results Release

I give the Releasees the irrevocable, perpetual and worldwide right to use, copy, publicly perform or display, distribute, modify, translate, and create derivative works of, for any purpose whatsoever, wherever, and whenever and without compensation (i) any personal statements, photographs, videotapes, audiotapes, and other recordings of me that are made during the course of this event and any original material created by me in connection with this event; and (ii) the results of my participation in this event. Without limiting the foregoing, I agree that all personal information provided by me in connection with this event may be used by Affiliate in accordance with its privacy policy, which has been made available to me and/or is available on Affiliate's website.

Miscellaneous

This Release shall be construed under the laws of the state where this event is held. In the event any provision of this Release is deemed unenforceable by law, (i) Affiliate shall have the right to modify such provision to the extent necessary to be deemed enforceable; and (ii) all other provisions of this Release shall remain in full force and effect.

I understand that all donations made in connection with this event are non-refundable and non-transferable, even if I do not participate in this event. I also understand that the registration fee is non-refundable, non-transferable, and not tax deductible.

I certify that I am at least 18 years of age. I understand that I have given up substantial rights by accepting this Release, and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my acceptance to be a complete and unconditional release of liability to the greatest extent allowed by law.

If this event is held in California, the following applies:

This Release extends to claims and facts unknown and unsuspected to exist at the time of executing this Release. All rights under Section 1542 of the California Civil Code are hereby expressly waived with respect to any of the claims, injuries, or damages described in this Release. Section 1542 of the California Civil Code reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT 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.

Printed Name of Participant: _____ Parent's or Guardian's Signature: _____
(If participants is under age 18)

Participant's Signature: _____ Date: _____