



SDLA Water Women Empowerment Weekend Activity Waiver & Release

THIS ACTIVITY WAIVER & RELEASE ("This Agreement") is an agreement

BETWEEN: _____ (the "Participant") AND San Diego Lifesaving Association of P.O. Box 99025, San Diego, CA 92109 (the "Activity Provider").

IN CONSIDERATION OF the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

Consideration

1. Being of lawful age, or with legal guardian's consent (if Participant is a minor), and in consideration of being permitted to participate in the activity described below, the Participant or their legal guardian (if Participant is a minor) releases and forever discharges the San Diego Lifesaving Association, its directors, officers, agents, event sponsors, assigns, legal representatives and successors from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims and demands for or by reason of any injury to person or property, including injury resulting in the death of the Participant, which has been or may be sustained as a consequence of the Participant's participation in the activity described below, and not withstanding that such damage, loss or injury may have been caused solely or partly by the negligence of the Activity Provider. The Participant further acknowledges that the SDLA Waterwomen's Empowerment Weekend is a voluntary event, hosted by the San Diego Lifesaving Association, and is not a City of San Diego sponsored event.
2. The Participant understands that the Participant would not be permitted to participate in the activity described below unless the Participant signed this Agreement.
3. Participant acknowledges that this Agreement is given with the express intention of effecting the extinguishment of certain obligations owed to the Participant and with the intention of binding the Participant's legal guardians, spouse, heirs, executors, administrators, legal representatives and assigns.

Details of Activity

4. Scheduled for April 22, 2023, through April 23, 2023, the Participant will participate in the following activity: SDLA Water Women Empowerment Weekend. This activity involves guest

talks, breakout sessions, various activities, sponsored meals and refreshments, and ocean/bay competitions that include running, swimming, and paddling.

Fitness to Participate

5. The Participant, or the Participant's legal guardian (if participant is a minor), acknowledges that the Participant does not have any physical limitations, medical ailments, allergies, physical or mental disabilities that would limit or prevent the Participant from participating in the above mentioned activities. If Participant has any of the aforementioned limitations to any of the activities involved in the SDLA Water Women Empowerment Weekend's program and scheduled events, including meals, breakout sessions, and outdoor physical competitions and activities, the Participant shall refrain from engaging in such activities that involve their limitations, ailments, physical or mental disabilities.

Full and Final Settlement

6. The Participant hereby acknowledges and agrees that the Participant has carefully read this Agreement, that the Participant fully understands the same, and that the Participant is freely and voluntarily executing the same.
7. The Participant understands that by signing this Agreement, the Participant agrees to be forever prevented from suing or otherwise claiming against the Activity Provider for any property loss or personal injury that the Participant may sustain while participating in or preparing for the above noted activity. The Activity provider shall not be held responsible for damage or loss of any Participant's gear or personal belongings (eg. fins, boards, suits, backpacks, towels, etc).
8. This Agreement contains the entire agreement between the parties to this Agreement and the terms of this Agreement are contractual and not a mere recital.

Governing Law

9. This Agreement will be governed by and construed in accordance with the laws of the State of California.

Emergency Contact

10. Participant

Emergency contact name: _____

Emergency contact phone number: _____

The Participant acknowledges and agrees to this Activity Waiver and Release and all of its contents via signature below:

Participant's Name (Please Print):

Signature: _____

(Participant)

If Participant is a minor:

Legal Guardian's Name (Please print):

Signature of Legal Guardian: _____