



# SOUTHERN CALIFORNIA OUTRIGGER RACING ASSOCIATION

## RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISK

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: \_\_\_\_ / \_\_\_\_ / \_\_\_\_