

SAN DIEGO ATHLETIC CLUB MASTERS WATER POLO REGISTRATION FORM

Name: _____

Birthdate: _____ Age: _____

USA Polo #: _____

Cell Phone: _____ Home Phone: _____

E mail: _____

Address: _____

City: _____ Zip Code: _____

Emergency Contact: _____

Phone: _____ Start Date: _____

Profession (optional): _____

San Diego Athletic Club Water Polo Assumption of Risk and Release of Liability

READ BEFORE SIGNING

In consideration of my participation in the San Diego Athletic Club-WP, I agree as follows:

- 1. Assumption of Risk.** I understand and acknowledge that my participation in the Activity is entirely voluntary, and may involve serious risk, including but not limited to risk of property damage, bodily injury, permanent disability, paralysis and death. These risks may result from the participation in club activity, the acts of others, or the unavailability of emergency medical care or immediate staff response. I knowingly and freely assume all such risks, both known and unknown, and assume full responsibility for my participation in the club activity.
- 2. Certification.** I certify I am in good physical and mental health and do not have any physical or mental conditions that could affect my ability to participate in the Activity. I am aware that on call medical personnel is not provided. I have had the opportunity to inspect the swimming pool that will be used and accept it as being safe and suited for the purpose intended.

3. **Compliance with Policies.** I have read and agree to comply with the the San Diego Athletic Club-WP Mission Statement, Core Values, Practice Etiquette Policy, Bylaws, and all applicable pool and club policies and procedures, including but not limited to those that apply to my participation in any Activity.
4. **Safety.** If I experience or observe a hazard or incident violating these policies during my participation in the Activity, I will immediately remove myself from participation and bring the hazard or incident to the attention of a club official.
5. **Release.** I (for myself, heirs, executors, administrators and assigns) hereby release, indemnify and hold harmless the San Diego Athletic Club-WP, its leadership board members and all club members, Poway Unified School District, City of Carlsbad, other pools as become available, and volunteers (collectively "Releasees") from and against any blame and liability whatsoever for any property damage, property loss, property theft, personal injury, death, claim, or any damage of any kind whatsoever, whether arising from the alleged negligence of the Releasees or otherwise, which may arise out of or relate in any way to my participation in the Activity, to the maximum extent permitted by applicable law. I agree to be solely responsible for any medical, health or personal injury costs relating to my participation in club activities.
6. **Prerequisite Skills and Training.** I have the requisite skills, qualifications, physical ability and training necessary to properly and safely participate in the Activity. If I have any questions as to what skills, qualifications, physical ability or training are necessary, I will direct such questions to the appropriate tournament staff member.
7. **No Assumption of Responsibility by club.** I understand that the club and practice facilities do not assume responsibility for any loss, injury or damage to person or property in connection with my participation in any club activity which results from causes beyond the control of and without fault of the club.
8. **Consent to Emergency Treatment.** I hereby consent to medical treatment in a medical emergency where I am unable at the time to consent to such treatment.
9. **Insurance.** I have adequate health insurance necessary to provide for and pay any medical costs that may be incurred as a result of any injury arising out of or related to my participation in club activities. To the extent such expenses are not covered by insurance, I agree to be solely responsible for any medical expenses or medical transport expense incurred in connection with my participation in club activities.
10. **Miscellaneous.** The law of the state of California shall govern the validity, construction and enforceability of this Assumption of Risk and Release of Liability ("Release"), without giving effect to its conflict of law principles. The

venue for any dispute relating in any way to this Release shall be in San Diego, California. If any clause or provision of this Release is held to be illegal, void or voidable as against public policy or otherwise, the invalidity shall not affect other provisions or parts thereof which may be given effect without the invalid provision or part. To this extent, the provisions, and parts thereof, of this Release are severable.

I HAVE CAREFULLY READ THIS RELEASE, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THIS RELEASE HAVE BEEN MADE.

Name (Printed): _____

Date: _____

Signature