

Read and Sign This Waiver

DOLPHIN SWIMMING & BOATING CLUB

502 Jefferson Street, Aquatic Park, San Francisco, California 94109, (415) 441-9329

WAIVER, INDEMNIFICATION AND RELEASE FROM LIABILITY

THE DOLPHIN CLUB IS NOT RESPONSIBLE IF YOU HARM YOURSELF IN THE CLUB OR THE BAY

IN CONSIDERATION of being permitted to enter the Dolphin Swimming and Boating Club ("the club" or "DSBC"), or to enter or use any club facility, property, or equipment for any purpose including without limitation observation, use of facilities or equipment, swimming or boating in, on or around San Francisco Bay, participation in any event or participation in any other way (collectively, "activities") I have executed and delivered this waiver, indemnification and release, and agree on behalf of myself, my spouse and relatives, my executors, administrators, heirs, successors and assigns to be legally bound by the terms hereof.

I acknowledge that coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. The status of medical knowledge is evolving: while there are currently available vaccines, there are no 100% effective medically recognized cures. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

The DSBC has implemented procedures and protocols recommended by public health agencies for slowing or stopping the transmission of COVID-19. The DSBC may need revise its procedures and protocols if and when the recommendations by public health agencies are modified.

IN FURTHER CONSIDERATION of the activities, I represent that I have, or prior to engaging in any activities, I agree to:

1. inspect all club facilities, club equipment and other conditions that may in any way affect the activities in which I engage;
2. read, understand and abide by all warnings, rules and instructions posted in the club or otherwise delivered to me, which may change in response to changing conditions;
3. independently investigate, consult my own independent competent sources regarding, and be adequately informed of, prepared for and competent to safely handle all risks associated with the activities in which I engage;
4. AND I HEREBY DO ASSUME ALL RISKS OF ANY AND ALL ACTIVITIES IN WHICH I ENGAGE, AND I UNDERTAKE SOLE RESPONSIBILITY FOR TAKING ALL APPROPRIATE SAFETY MEASURES IN CONNECTION WITH ALL SUCH ACTIVITIES, and;
5. consult my physician or take such other steps necessary to ascertain that I am physically fit and capable of safely completing all activities in which I engage.

IN FURTHER CONSIDERATION of the activities, I:

A. certify that I am physically fit and otherwise capable to successfully engage in and complete all activities in which I engage or intend to engage;

B. on behalf of myself, my spouse and children, my other relatives, my executors, administrators, heirs, successors, and assigns:

1. hereby WAIVE, RELEASE AND DISCHARGE ANY AND ALL RIGHTS AND CLAIMS, AND AGREE NOT TO SUE for my death, disability (emotional, mental and physical), personal injury, property damage, property theft, or for any claim or action of any kind which may hereafter accrue to me, arising directly or indirectly out of or in connection with any activity in which I engage, including by way of illustration but not limitation my participation in Bay swimming and/or boating as a swimmer, spectator, rower or in any other capacity, THE

FOLLOWING ENTITIES: The Dolphin Swimming and Boating Club; the City and County of San Francisco; the insurance carriers of either; and the officers, directors, commissioners, assistants, members, employees, representatives, agents and volunteers of all of the above (collectively, "the releasees"), and;

2. hereby agree to INDEMNIFY, DEFEND AND HOLD HARMLESS the releasees from any and all costs, liabilities or claims, including attorneys' fees (a) made or asserted by me or for my benefit; (b) made or asserted by any third party arising out of or in connection with my activities including without limitation those described in paragraph 1, directly above; and (c) otherwise incurred by releasees arising out of my activities or the matters described above.

This release extends to all claims of every kind and nature whatsoever, whether known or unknown, now existing or hereafter arising AND WHETHER ARISING FROM THE NEGLIGENCE OF ANY RELEASEE and I expressly waive on behalf of myself, my spouse and relatives, my executors, administrators, heirs, successors and assigns any benefits I or they may otherwise have under Section 1542 of the Civil Code of California relating to the release of unknown claims which states:

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.

Consent to Receive Medical Treatment:

I hereby consent to receive medical treatment in the event of my injury, accident and/or illness occurring during or as a result of my activities. I understand that no such treatment is offered by any releasee and that such treatment is not generally available. I agree that the rendering of such treatment does not constitute a commitment to give or to continue to administer same. I understand and agree that persons who may administer such treatment may not be qualified to do so and that all such persons are releasees covered by the terms hereof. I agree to pay for any emergency or other medical services retained by any releasee on my behalf.

I HAVE READ, UNDERSTAND AND ASSUME THE RISKS OF THE FOLLOWING:

- Even for the most conditioned athlete, swimming and boating in San Francisco Bay, including without limitation Aquatic Park, is an extreme test of a person's physical and mental limits and carries with it the potential for hypothermia, death, serious injury and property loss.
- I am aware of the life-threatening weather and other conditions that may occur in the Bay or Aquatic Park at any time including without limitation: very cold water which can result in death in minutes, dense fog, strong currents, pounding surf, floating debris, submerged objects, sharks, jelly fish, sea lions, seals and other marine life, boats and other machinery or equipment in the water.
- THERE IS NO LIFEGUARD ON DUTY AND MY ACTIVITIES ARE COMPLETELY UNSUPERVISED.
- Despite the best efforts of the DSBC, there may be a risk of contracting or spreading COVID-19 infections while at the DSBC that is beyond the control of the DSBC.

I hereby certify that I am 18 years of age or older and that I HAVE READ THIS DOCUMENT AND I UNDERSTAND ITS CONTENTS.

Signature

Print Name

Date