

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT
FOR THE 2010 El Cajon Ford San Diego Team Open

In consideration of being permitted to enter and compete or officiate or participate in any way in the El Cajon Ford San Diego Team Open being held on San Diego City reservoirs Otay and El Capitan on August 9th & 10th, 2010 the undersigned for himself/herself and his/her personal representatives, heirs, and next of kin, acknowledges, agrees, and represents:

1. That he/she is aware that participation in this event is a hazardous activity and that the undersigned is voluntarily participating in this activity with full knowledge of the danger involved and agrees to accept any and all risks of injury or death. The undersigned also realizes that this document is a contract and releases all liability of other parties for their negligence.

2. The undersigned hereby releases, waives, discharges, and agrees not to sue El Cajon Ford or its officers or employees, any committees or departments related to the City of San Diego or the officials conducting the 2010 El Cajon Ford San Diego Team Open Tournament (herein after called "Releasees") from all liability to the undersigned, his or her personal representatives, assigns, heirs, and next of kin for any and all loss or damage and any claims or demands because of injury to his/her person or property, or the person or property of others, or resulting in death of the undersigned whether caused by the negligence of the Releasees or otherwise while the undersigned is competing, officiating in, observing, working for, or for any purpose participating in the event

3. The undersigned hereby agrees to indemnify and save and hold harmless the Releasees and each of them from any loss, liability, damages, or cost they may incur due to the presence of the undersigned while in any way competing, officiating, observing, working for, or for any purpose participating in the event and whether caused by the negligence of the Releasees or otherwise.

4. The undersigned hereby assumes full responsibility for risk, bodily injury, death, or property damage due to the negligence of Releasees or otherwise while competing, officiating, observing, or working for, or for any purpose participating in the event.

5. The undersigned further expressly agrees that this Release and Waiver and Indemnity Agreement is intended to be as broad and inclusive as permitted by the law of California and that if any portion hereof is held invalid it is agreed that the balance shall continue in full legal force and effect. The undersigned has read and voluntarily signed this Release and Waiver of Liability and Indemnity Agreement and further agrees that no oral representation, statements or inducements apart from this written agreement have been made.

6. The undersigned acknowledges that this agreement is signed before commencement of the event and that the undersigned may withdraw from the event prior to signing this agreement and receive a full refund of any funds paid or contributed toward the event.

7. The undersigned possess all relative boat insurance to their vessel are correct and in effect at the time of this event.

8. The undersigned represents that he/she is fully capable of operating the boat or vehicle which the undersigned intends to operate during the event and represents that the boat he/she is operating meets BIA and Coast Guard requirements and contains an engine emergency shut off switch which will be in some way fastened to the operator of the boat at all times when the gasoline powered engine is operating

9. The undersigned further acknowledges that he/she has after carefully reading each paragraph and that he/she has understood the meaning of each paragraph before he/she has placed his/her signature on this document. He/She is also aware that this is a release of liability and a contract between himself/herself and the releasees and signs this document of his/her own free will.