



TAIWANESE AMERICAN CITIZENS LEAGUE  
TAIWANESE AMERICAN PROFESSIONALS  
LIABILITY RELEASE AND WAIVER AGREEMENT



In consideration for permission to participate in sports and outdoor activities, hereinafter "Activity," hosted by Taiwanese American Citizens League (TACL) and Taiwanese American Professionals (TAP), hereinafter "TAP-SD," each person signing below hereby stipulates and agrees to the following:

**TRANSPORTATION EXCLUSION:** I understand that these Activities do not include carpooling, transportation, or transit to and from the outings, and that TAP-SD is not responsible for providing such transportation or transit to and from these Activities. If I am unable to travel to the activity site on my own and am requesting carpool transportation accommodations, the carpool arrangement is a direct relationship with the driver; the driver's requested reimbursement cost, pick-up and drop-off location, and any other terms are solely determined by the driver. I agree to hold TAP-SD, its directors, officers, and agents (collectively, the "Releasees") harmless from any and all liability actions, suits, claims and demands which could arise from travel to and from these Activities.

**ASSUMPTION OF RISK:** I represent that I am in good health and free from any physical and/or medical restrictions that would prevent me from participating in these Activities. I fully understand, acknowledge and agree that: (a) outdoor recreational activities have inherent risks, dangers, and hazards and such exist in my participation in these Activities; (b) my participation in these Activities may result in injury or illness including, but not limited to, bodily injury, disease, strains, fractures, partial and/or total paralysis, death, or other ailments that could cause serious disability; and (c) by my participation in these Activities, I hereby voluntarily, knowingly, and freely assume all risks and dangers and all responsibility for any losses, bodily injuries, and/or damages that may be associated with or result from my participation in these Activities, whether caused in whole or in part by the negligence or other conduct of the Releasees.

**RELEASE FROM LIABILITY:** I hereby voluntarily agree, on behalf of myself, my personal representatives, and my heirs, to fully and forever discharge and release the Releasees from any and all liabilities, claims, demands, losses, actions and causes of action whatsoever whether known or unknown based upon any personal or bodily injuries, wrongful death, costs or expenses, loss of services, and any and all damages or otherwise which may arise out of my preparation for, practice for, or participation in these Activities. I specifically understand that I am releasing, discharging, and waiving any and all claims or actions that I may have presently or in the future for any negligent acts or conduct by the Releasees. The venue of any dispute that may arise out of this agreement or otherwise between the parties to which TAP-SD or its agents is a party shall be the San Diego Superior Court.

**CONVENANT NOT TO SUE:** I hereby agree, on behalf of myself, my personal representatives, and my heirs, not to sue the Releasees and not to initiate or assist the prosecution of any claim for damages or case of action which I or my heirs may have arising from these Activities or the actions of the Releasees.

**INDEMNITY AGREEMENT:** I hereby agree, on behalf of myself, my personal representatives, and my heirs, to indemnify and hold harmless the Releasees from any loss, claims, action, causes of action, or proceedings of any kind which may be initiated by me or by any other person, entity or organization, including demands, judgments, costs, loss of services, expenses, or reimbursement of counsel fees incurred by participants or by the Releasees from activities contemplated by this agreement. I give permission to Releasees to obtain on my behalf any emergency medical treatment. In case of sickness, accident or injury, Releasees have my express permission to secure, at my expense, such medical treatment as is deemed necessary at the sole discretion of the Releasees.

I hereby expressly waive the provisions of California Civil Code Section 1542 which provides as follows: A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

I herein understand and agree that all rights under Section 1542 of the California Civil Code are expressly waived and that this Release releases all injuries, damages, or losses to the person and property, real or personal, whether known or unknown, foreseeable, unforeseeable, patent or latent, which I may have against another party or parties herein released.

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTOOD EACH OF THE ABOVE PROVISIONS. I HAVE HAD OPPORTUNITY TO HAVE COUNSEL OF MY CHOICE REVIEW IT WITH ME. I FULLY AGREE AND ACCEPT ALL PROVISIONS OF THIS AGREEMENT .

\_\_\_\_\_  
Signature of Participant                      PRINTED Name of Participant                      Date                      (                      )  
\_\_\_\_\_  
Phone Number                      -

\_\_\_\_\_  
Email Address                      Emergency Contact Name                      (                      )  
\_\_\_\_\_  
Emergency Contact Phone Number                      -

If participant is under 18 years of age at time of registration, parent/guardian acknowledgement and consent is required:

\_\_\_\_\_  
Signature of Parent/Guardian                      PRINTED Name of Parent/Guardian                      Date                      (                      )  
\_\_\_\_\_  
Phone Number