

SBCSA WAIVER AND RELEASE OF LIABILITY FORM FOR SUPPORT CREW

PLEASE READ CAREFULLY BEFORE SIGNING.

THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

In consideration of being allowed to participate in any way (including without limitation by observing, swimming, kayaking, paddleboarding, or otherwise supporting) in a swimming event (the “Swim”) in the ocean waters in the vicinity of the Channel Islands of Southern California or other designated waters (collectively, the “Channel”) observed and recorded by the Santa Barbara Channel Swimming Association, a California nonprofit corporation (“SBCSA”) for the purpose of sanction, verification or authentication by SBCSA, or events and activities related to the Swim (including without limitation entering or exiting any body of water from or near any ladder, vessel, dock, land formation or otherwise, with or without assistance), the undersigned, for himself or herself, and his or her personal representatives, assigns, heirs, distributees, guardians, executors, administrators and next of kin, and each of them:

1. Hereby releases, waives, discharges and relinquishes any action or cause of action and covenants not to sue SBCSA, its directors, officers, members, agents (including without limitation persons assigned to observe or assist the Swim), servants and employees (the “Releasees”) from all liability to the undersigned for any and all loss or damage, and any claim or demand therefor on account of injury or damage to person or property or resulting in death, whether caused by the negligence of any of the Releasees or otherwise.

2. Hereby agrees to indemnify and hold harmless the Releasees and each of them from any loss, liability, damage or cost, including without limitation court costs and attorney’s fees, any Releasee may incur resulting from claims, demands and causes of action of every kind, known or unknown, directly or indirectly arising from any action or proceeding brought by or prosecuted for the benefit of the undersigned and related in any way to the Swim, whether caused by the negligence of any of the Releasees or otherwise.

3. Hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related in any way to the Swim, whether caused by the negligence of any of the Releasees or otherwise.

4. Hereby acknowledges that the Swim is inherently dangerous and involves the risk of serious injury, permanent disability, death and property damage. The undersigned assumes full responsibility for and risk of bodily injury, permanent disability, death and property damage, whether due to the negligence of any of the Releasees or otherwise, including negligent rescue operations or procedures of any of the Releasees.

5. Hereby acknowledges the extreme difficulty involved in the Swim, including without limitation the risk of exhaustion or hypothermia, even for a well-conditioned athlete. The undersigned acknowledges that participation in the Swim should not be undertaken unless the undersigned is in excellent health and is fully trained and conditioned for the strenuous task of the Swim in the open ocean at water temperatures significantly below normal human body temperature. The undersigned acknowledges that SBCSA has no duty before, during or after the Swim to assess or evaluate the training, physical fitness, then-current mental or physical capacity or condition of the undersigned or to offer or provide any medical assistance or other aid to the undersigned. The undersigned assumes full responsibility for and risk of bodily injury, death or property damage (including without limitation as associated with the adequacy of the physical fitness, training and conditioning of the undersigned as well as any medical condition of the undersigned, acute or otherwise), whether due to the negligence of any of the Releasees or otherwise, including negligent rescue operations or procedures of any of the Releasees.

Signee’s Initials: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ #6 _____ #7 _____

Parent/Guardian Initials: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ #6 _____ #7 _____

6. Hereby acknowledges that conditions in the area where the Swim will take place may at any time of the year include gale force winds; strong and rapidly building storms; dense fog; great and swift seas; strong currents; pounding surf; treacherous rocks and reefs; kelp; and potentially dangerous marine animals (including without limitation jellyfish, stingrays, sharks, sea lions, seals, whales, sea urchins, swordfish, dolphins, sea otters, barracuda, eels, and scorpion fish). The undersigned acknowledges that portions of the Channel are major maritime shipping lanes, subject to heavy use day and night by commercial vessels of great speed, tonnage and size (including without limitation speed boats, container ships and oil tankers). The undersigned assumes full responsibility for and risk of bodily injury, death or property damage (including without limitation as associated with the conditions in the area where the Swim will take place, such as the conditions mentioned in this paragraph), whether due to the negligence of any of the Releasees or otherwise.

7. _____ **[Acknowledge with initials - Swimmer only]** Hereby acknowledges that the undersigned has previously hired a vessel to escort or assist in the Swim. The undersigned has invited one or more SBCSA observers to be guests aboard such vessel during the Swim and hereby acknowledges that neither such observers nor SBCSA (and its invitees if any) shall have any responsibility for the actions of such vessel, its captain and crew or any other invitee of the undersigned, including without limitation actions associated with navigating or piloting the vessel and feeding or providing medical assistance to the undersigned. The undersigned assumes full responsibility for and risk of bodily injury (including without limitation dismemberment by boat propeller), death or property damage associated with the hiring of such vessel and the actions of its captain and crew (including without limitation the actions mentioned in this paragraph), whether due to the negligence of any of the Releasees or otherwise.

8. Hereby acknowledges and agrees that: (i) any Swim is the sole responsibility of the undersigned; (ii) the undersigned is completely responsible for taking or implementing any and all precautions and measures appropriate or advisable for any such undertaking, including without limitation maintaining adequate insurance related to such undertaking; (iii) there is no role or responsibility whatsoever for SBCSA or any of the Releasees in this regard; (iv) the undersigned is participating in any Swim upon the sole initiative of the undersigned and is not responding to any advertisement or promotional activities of SBCSA or acknowledgments or awards that have been offered or may be provided by SBCSA in connection with any Swim; and (v) the undersigned is absolutely free to undertake a Swim without any involvement of SBCSA whatsoever, and has elected to involve SBCSA solely to determine whether any Swim meets the requirements, if successful, for inclusion in the official records of SBCSA. SBCSA disclaims any and all duties or obligations of any kind, including without limitation any duty or obligation to maintain any insurance against risk of injury to the undersigned, and the undersigned expressly acknowledges the absence of any such duties or obligations, hereby affirmatively waiving any such duties or obligations as well as any inference of the same.

9. Hereby acknowledges and agrees that: (i) the undersigned has had adequate time to review this Waiver and Release of Liability; (ii) the undersigned completely understands this Waiver and Release of Liability and the concepts contained herein; (iii) the undersigned has had an opportunity to have counsel review this Waiver and Release of Liability; (iv) SBCSA has been available to answer any questions from the undersigned related to this Waiver and Release of Liability and the Swim; and (v) all such questions have been answered to the satisfaction of the undersigned.

10. Hereby agrees that this Waiver and Release of Liability is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Signee's Initials: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ #6 _____ #7 _____

Parent/Guardian Initials: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ #6 _____ #7 _____

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

If you are at least 18 years old, please fill out and sign below. If you are 17 years old or younger, please sign below as well, and then see the **Parental Acceptance** section below, and have your parent or guardian fill out and sign below, as appropriate. By signing below, you are declaring that you have read and understand this Waiver and Release.

PARENTAL ACCEPTANCE: I am the parent or guardian of the minor(s) named below. I have read the entire Waiver and Release and understand that it is a full and final waiver and release from any claims for loss or damage due to the negligence of any of the Releasees or otherwise that the minor may suffer. I consent to the minor's participation and approve all of the terms of this Waiver and Release on the minor's behalf. I agree that I am solely responsible for the safety and well-being of the minor and no Releasee shall have any role or responsibility in this regard. I hereby agree to indemnify and hold harmless the Releasees and each of them from any loss, liability, damage or cost, including without limitation court costs and attorney's fees, any Releasee may incur resulting from claims, demands and causes of action of every kind, known or unknown, directly or indirectly arising from any action or proceeding brought by or prosecuted for the benefit of the minor and related in any way to the Swim, whether caused by the negligence of any of the Releasees or otherwise.

Note that all signers must also initial each page of the waiver.

Name of Swimmer or Relay Team:	
Swim Route:	Swim Date:
Signee #1:	
Signature:	Role:
If under 18, name of parent/guardian:	
Signature of parent/guardian:	Date:
Signee #2:	
Signature:	Role:
If under 18, name of parent/guardian:	
Signature of parent/guardian:	Date:
Signee #3:	
Signature:	Role:
If under 18, name of parent/guardian:	
Signature of parent/guardian:	Date:
Signee #4:	
Signature:	Role:
If under 18, name of parent/guardian:	
Signature of parent/guardian:	Date:
Signee #5:	
Signature:	Role:
If under 18, name of parent/guardian:	
Signature of parent/guardian:	Date:
Signee #6:	
Signature:	Role:
If under 18, name of parent/guardian:	
Signature of parent/guardian:	Date:
Signee #7:	
Signature:	Role:
If under 18, name of parent/guardian:	
Signature of parent/guardian:	Date: