

## ***RELEASE OF LIABILITY***

### ***READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS***

In exchange for participation in the activity of parent swimming during DDD swim practice organized by Gold Rush Aquatics, Inc., dba Dry Diggins Dolphins, of P.O. Box 622, Placerville, California, 95667 and/or use of the property, facilities and services of Gold Rush Aquatics, Inc., dba Dry Diggins Dolphins, I, \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, agree for myself and (if applicable) for the members of my family, to the following:

**1. AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Gold Rush Aquatics, Inc., dba Dry Diggins Dolphins, or the employees, representatives or agents of Gold Rush Aquatics, Inc., dba Dry Diggins Dolphins.

**2. ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Gold Rush Aquatics, Inc., dba Dry Diggins Dolphins for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Gold Rush Aquatics, Inc., dba Dry Diggins Dolphins, whether caused by the fault of myself, my family, Gold Rush Aquatics, Inc., dba Dry Diggins Dolphins or other third parties.

**3. INDEMNIFICATION.** I agree to indemnify and defend Gold Rush Aquatics, Inc., dba Dry Diggins Dolphins against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Gold Rush Aquatics, Inc., dba Dry Diggins Dolphins.

**4. FEES.** I agree to pay for all damages to the facilities of Gold Rush Aquatics, Inc., dba Dry Diggins Dolphins caused by any negligent, reckless, or willful actions by me or my family.

**5. APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under California law.

**6. NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Gold Rush Aquatics, Inc., dba Dry Diggins Dolphins has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

**7. ARM'S LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arms' length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity. Accordingly, the Parties specifically reject the application of Cal. Civ. Code §1654 to this Agreement, as well as any other statute or common law principles of similar effect.

**8. ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

**9. DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

**10. EMERGENCY CONTACT.** In case of an emergency, please call \_\_\_\_\_  
(Relationship: \_\_\_\_\_) at \_\_\_\_\_ (Day), or \_\_\_\_\_  
(Evening).

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_  
\_\_\_\_\_