

UNDERWATER SOCIETY OF AMERICA

ASSUMPTION OF RISK/WAIVER OF LIABILITY AGREEMENT FOR UNDERWATER SPORT PLAY AND/OR COMPETITION: READ CAREFULLY, THEN SIGN

I, **(PRINT NAME)** _____, hereby affirm I am skin diver or certified scuba diver and/or underwater sports player/competitor, and I am in good state of health and capable of participating in the activity, sport or event for which this assumption of risk agreement is prepared. I am aware of all inherent dangers of skin/scuba diving and underwater sports and aware of the basic safety rules for underwater activities.

I desire to participate, play, practice, learn, and/or compete in any and or all 2009 underwater hockey events. The events include but are not limited to any or all of the following: official tournaments such as Pacific Coast Championships, Calgary Tournament, 5/5 in Florida, Denver Battle at Altitude, Charleston, MSU Rookie Event, San Francisco Potluck, San Diego Invitational and so forth; also unofficial events/competitions; high level play clinics & events; world team clinics; master's, junior's, men's, women's, rookie's clinics; and/or any USOA underwater hockey sport clinics, workshops and /or educational and/or referee courses.

This waiver also covers regular underwater hockey play/practice/classes/competitions at the several underwater hockey playing sites in the United States including but not limited to: San Francisco, San Diego, San Jose, Santa Rosa, Lynwood, Woodland Hills, Santa Clarita, Folsom, Ventura, CA; Ithaca NY; Seattle & Bellingham WA; Corvallis & Eugene OR; Ft. Collins, Denver, Aurora, Boulder, CO; Houston & Dallas/Ft. Worth, TX; Boston, Framingham, Cape Cod, Sandwich, MA; West Palm Beach, Vero Beach, Orlando, Miami & Gainesville FL; Downers Grove & Champaign IL; Minneapolis MN; Washington DC; Baltimore MD; Charleston SC ; Honolulu HI; Newark NJ; among others. I understand and agree the purpose of the play and/or events is strictly recreational, and it is not the function of the USOA to serve as the guardian(s) of my safety.

I hereby voluntarily release, discharge, waive and relinquish any and all actions or causes of action for personal injury, property damage or wrongful death occurring to me, which injury, property damage or wrongful death arises as a result of engaging in said activity, and /or underwater sport and any activities incidental to such activities wherever, whenever or however such may occur. I do for myself, my heirs, executors, administrators and assigns hereby release, waive, discharge and relinquish any action or causes of action which may hereafter arise for myself and for my estate and agree that under no circumstances will I or my heirs, executors, administrators and/or assigns prosecute or present any claim for personal injury, property damage or wrongful death against **USOA**, its officers, directors, agents or representatives for any of said causes or action, whether the same shall arise by the negligence of any said persons or organizations or otherwise.

It is my intention by signing this document, to exempt and relieve the organization named herein and its officers, directors, agents or representatives from liability for personal injury, property damage or wrongful death caused by negligence or any other reason. By signing this document, I acknowledge I assume the risk of personal injury, property damage or wrongful death upon myself.

The undersigned, for myself, my heirs, executors, administrators or assigns agrees that in the event of any claim for personal injury, property damage or wrongful death shall be prosecuted against the organization named above, I shall indemnify and hold them harmless from any and all claims or causes of action by whomever or wherever made or presented for personal injuries, property damage or wrongful death.

I agree to furnish my own equipment and be responsible for its safety and good operating condition regardless of where I obtain it. I understand **USOA** personnel may provide advice or assistance to me and agree to hold the **USOA** personnel harmless for any of their actions in attempting to be of assistance to me.

I have read, understand and agree to abide by the safety standards for these recreational diving events, activities or competitions. I understand and agree I am participating in these recreational activities or competitions voluntarily, and I agree to be completely responsible for my own actions.

I hereby declare I am of lawful age and legally competent to sign this Agreement, I understand the terms herein are contractual and not a mere recital, and I have signed this document of my own free will. If any claim arises out of my participation in these activities, I agree jurisdiction shall be the Superior Court of California, Alameda County.

I ACKNOWLEDGE THAT I HAVE READ THE FORGOING PARAGRAPHS AND FULLY UNDERSTAND THE LEGAL RIGHTS I AM GIVING UP BY SIGNING THIS DOCUMENT AND THAT I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE SIGNING IT.

Signature of Participant: _____ Date: _____

Signature of Witness _____ Date: _____

Signature of Parent/Guardian: _____ Date: _____

Address: _____ Email Address: _____

City: _____ State: _____ Zip Code: _____ Home Club: _____

Return this form with dues to: USOA Underwater Hockey - Postal Annex, 39270 Paseo Padre Parkway, Box #452, Fremont, CA 94538

Hockey 2009