

# Consent, Release and Assumption of Risk

*The below form must be filled out before you participate in your event or activity.*

1. I, \_\_\_\_\_, and my family members \_\_\_\_\_, have voluntarily sought to participate in \_\_\_\_\_ (referred to as the "Activity").
2. I understand that this Activity presents an inherent risk of injury, serious bodily harm, or death and in consideration of being allowed to participate in this Activity; I expressly assume all risks, including personal injury and death, arising in any way out of my participation in this Activity.
3. I represent that I have no physical or mental condition, which prevents me from participating in this Activity in a manner that is safe for others and myself. It is my responsibility to dress appropriately for this Activity and to take all other appropriate actions in advance of, and while performing, this Activity.
4. In consideration of the benefits I will receive from participating in the Activity, I hereby agree that I, my assignees, heirs, next of kin, distributes, guardians, and legal or personal representatives will not make a claim against, sue, or attach the property of Conejo Chinese Cultural Association-TOCS (referred to as "CCCA-TOCS") or any subsidiary or affiliate of CCCA -TOCS(collectively referred to as "CCCA-TOCS"), or any person acting in his/her capacity as an officer, director, agent, contractor representative of CCCA-TOCS, (collectively referred to as "Released Parties"), for injury, death, damage, or loss caused in whole or in part by the negligence or other acts or omissions of the Released Parties as a result of my participation in the Activity. I hereby release and discharge the Released Parties from all actions, claims, or demands that I, my assignees, heirs, next of kin, distributes, guardians, and legal or personal representatives may have for injury, death, damage, or loss resulting in any way from my participation in the Activity, whether it results from the negligence or gross negligence of CCCA-TOCS and/or any other Released Parties, or from any other cause.
5. I understand and agree that if a claim, suit, or attachment is brought or sought against me as a result in any way of my participation in the Activity, that I shall not be entitled to any defense or indemnification by CCCA-TOCS in connection with such claim, suit, or attachment.
6. I understand and agree that the owner, sponsor, manager, and/or supplier of services in connection with the Activity may ask me to sign a waiver, release, and/or an indemnification agreement or similar type of agreement (collectively referred to as "Agreements") which may substantially limit my legal rights and expose me to greater legal damages. I understand and agree to read and consider such Agreements before deciding whether to assent to them and that if I choose to assent to them, I do so in my individual capacity, not based on my relationship with CCCA-TOCS, if any, and that CCCA-TOCS shall not be responsible for the consequences of my agreeing to any such Agreement.

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**I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, ASSUMPTION OR RISK, AND PROMISE NOT TO SUE OR MAKE A CLAIM, AND I SIGN THIS OF MY OWN FREE WILL.**

Executed at \_\_\_\_\_ California, on \_\_\_\_\_, Date:

## RELEASOR:

Print Name: \_\_\_\_\_

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

(If the releasor is under 18, the legal guardian please sign for the releasor)