CITY OF SANTA BARBARA
RELEASE AGREEMENT
SEMANA NAUTICA

Bib #

1 – Mile Ocean Swim – June 29, 2019

The City of Santa Barbara Aquatic Section requires all participants for the 1-mile ocean swim to read and sign the following:

Safety considerations:

1 - Mile ocean swim; must be completed in 1 hour or less. Participants finishing in over one hour will not be able to swim in the 3-Mile Ocean Swim.
Lifeguards are stationed in Towers and on Paddleboards to provide zone coverage, and emergency assistance.
Lifeguards have the final say regarding swimmer's condition, and may cease their participation at any time.
Failure to abide by the lifeguard's decision may result in the ability to participate in future swim events.

CITY OF SANTA BARBARA RELEASE AGREEMENT IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THIS CITY ACTIVITY OR USE OF ANY CITY FACILITIES IN CONNECTION WITH THIS ACTIVITY, THE UNDERSIGNED AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE CITY OF SANTA BARBARA, ITS EMPLOYEES, OFFICERS AND AGENTS (hereinafter referred to as "releasees") from all liability to the undersigned, his or her personal representatives, assigns, heirs, and next of kin for any loss, damage, or claim therefore on account of injury to the person or property of the undersigned, whether caused by any negligent act or omission of the releasees or otherwise while the undersigned is participating in the City activity or using any City facilities in connection with the activity.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS the releasees from all liability, claims, demands, causes of action, charges, expenses, and attorney fees (including attorney fees to establish the releasee's right to indemnity or incurred on appeal) resulting from involvement in this activity whether caused by any negligent act or omission of the releasees or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE while upon City property or participating in the activity or using any City facilities and equipment whether caused by any negligent act or omission of releasees or otherwise. The undersigned expressly agrees that the foregoing release and waiver, indemnity agreement and assumption of risk are intended to be as broad and inclusive as permitted by California law and that if any portion thereof be held invalid, notwithstanding, the balance shall continue in full legal force and effect.

I acknowledge that I have read the foregoing and that I am aware of the legal consequences of this agreement, including that it prevents me from suing the City or its employees, agents, or officers if I am injured or damaged for any reason as a result of participation in this activity. I further acknowledge that no oral representations, statements or inducements have been made. **IF THE PARTICIPANT IS A MINOR**, HIS OR HER CUSTODIAL PARENT OR LEGAL GUARDIAN MUST READ AND EXECUTE THIS AGREEMENT. I hereby warrant that I am the legal guardian or custodial parent of _____, who is a minor and agree, on my own and said minor's behalf to the terms and conditions of the foregoing agreement.

_____	_____	_____	_____
Adult Name (please print)	Signature	email	Date

_____/_____/_____ _____ MALE / FEMALE **WETSUIT NO WETSUIT**

Participant's Date of Birth AGE