



DISCLOSURE OF RISKS, ASSUMPTION OF RISKS, RELEASE, WAIVER & INDEMNITY AGREEMENT (PARTICIPANTS AGE 19 AND OVER)

Please **REVIEW** this **AGREEMENT**, provide the information required, **INITIAL** the bottom of the first page of this Agreement, and **SIGN** where indicated on the back page. This **AGREEMENT** must be submitted to the Fairway Gorge Paddling Club prior to participating in their paddling programs.

1. Name _____ 4. Phone Number _____
2. Home Address _____ 5. Email Address _____
3. Date of Birth _____ 6. Group _____

(All personal information given by the Participants will only be collected, used and disclosed for administration and regular communication with respect to related paddling programs & events with the Fairway Gorge Paddling Club Society.)

DISCLOSURE OF RISKS:

Participants in the Kayak/SUP Rental Program, Dragon Boat Program, and Outrigger Canoe Program (the Programs) must be physically agile and alert. Paddling sports have inherent dangers, hazards and risks, including, but not limited to:

- Death from drowning or being exposed to hypothermia by falling into water;
- Risks and dangers that occur when exposed to the forces of nature including unpredictable weather and waves. Abrupt weather changes and changes in conditions of water surface and variations in the water conditions, surfaces and currents;
- Overturning or upsetting of the boat;
- Poor swimming ability of the Participant or others;
- Falling while moving about on slippery decks and ramps;
- Accidents which occur while loading and unloading equipment;
- Accidents from equipment failure and improper use of equipment;
- Collisions with manmade or natural objects, motorized vessels or other paddlers or bystanders;
- Facility & site hazards;
- Negligence of others, including the Fairway Gorge Paddling Club Society.

TO: FAIRWAY GORGE PADDLING CLUB SOCIETY and their directors, officers, members, employees, volunteers, agents, independent contractors, subcontractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as the "Releasees").

IN CONSIDERATION OF the Fairway Gorge Paddling Club permitting the Participant to participate in the Programs and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Participant voluntarily and knowingly signs this Disclosure of Risks, Assumption of Risks, Release of Liability, Waiver of Claims and Indemnity Agreement.

Definitions: "the Programs" means the Kayak/SUP Rental Program, Dragon Boat Program, or Outrigger Canoe Program, and shall include but is not limited to those activities as set out under the heading Disclosure of Risks which has been provided to and initialled in acknowledgement by the Participant.

ASSUMPTION OF RISKS

INITIAL

1. I acknowledge that I am voluntarily participating in the Programs. I understand that there are risks associated with participating in the Programs which could result in injury, damage or loss to my own (or other's) property, body, or life.
2. I understand that risks are inherent in the very nature of the Programs and simply cannot be eliminated without jeopardizing the essential qualities of the Programs. I am aware that the risks may include, but are not limited to, those risks listed in the Disclosure of Risks document.
3. I understand that although the Fairway Gorge Paddling Club Society strives to provide a safe environment during the Programs, risks may result from human error and negligence on the part of persons involved in preparing, organizing and leading any Programs.
4. I understand that I have a personal responsibility to learn and follow rules and procedures established by the Releasees and to make them aware at any point in which I question my own knowledge of those procedures or my ability to participate in any of the Programs.
5. I voluntarily accept and fully assume all risks, dangers and the possibility of personal injury, death, property damage or loss resulting from participating in the Programs.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

6. I hereby agree as follows:
 - a. To waive any and all claims that I have or may in the future have against the Releasees and to release the Releasees from any and all liability for loss, damage, expense or injury including death that I may suffer, or my next of kin may suffer, resulting from my participation in the Programs, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory duty or other duty of care on the part of the Releasees;
 - b. To indemnify and hold harmless the Releasees from and against all claims, demands, actions and suits and all liabilities, losses, damages, costs, charges and other expenses of every nature and kind, for any damage to property of or personal injury to any third party, resulting from the my participation or presence in the Programs; and
 - c. To hold harmless and indemnify the Releasees from any and all emergency expenses related to first aid or medical treatment and/or evacuation in the event of any accident, injury or illness. I acknowledge that all expenses associated with emergency evacuation, rescue or first aid will be my responsibility and will not be covered by the Releasees.

GENERAL

7. I hereby agree as follows:
 - a. This Acknowledgement shall be effective and binding on my heirs, next of kin, executors, administrators and representatives in the event of my death or incapacity;
 - b. This Acknowledgement and any rights, duties and obligations as between the parties to this Acknowledgement shall be governed by the laws of the Province of British Columbia and shall be within the exclusive jurisdiction of the Province of British Columbia; and
 - c. In signing this Acknowledgement I am not relying upon any oral or written representation or statements made by the Releasees with respect to the safety of the Programs other than what is set forth in this Acknowledgement.

NOTE: By signing this document you are giving up certain legal rights, including the right to sue, which have potential financial implications for yourself and/or your family should you be injured while participating in the Programs or related activities. Understand clearly that marine activities have inherent risks.

PARTICIPANT SIGN HERE:

Signature: _____ Date: _____

Print Name: _____

Witness: _____ Date: _____