

Cowichan Kayak and Canoe Club

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (hereinafter the "Release Agreement")

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE OR BREACH OF CONTRACT OR TO
CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

SIGNATURE OF PARTICIPANT

TO: Cowichan Kayak and Canoe Club and its directors, officers, trip leaders, members, volunteers, employees, instructors, guides, agents, independent contractors, subcontractors, associated paddle sport clubs, representatives, successors and assigns (all of whom are hereinafter collectively referred to as **"the Releasees"**)

Name	_____	_____	_____
	Last	First	Date of Birth (dd/mm/yyyy)
Telephone	_____		Email _____

DEFINITION

In this Release Agreement, the term Paddle Sport Activities shall include but is not limited to: all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include moving water and still water while participating in lake, river or ocean kayaking, canoeing, or paddle boarding; loan or rental of kayaks, canoes or paddle boards and other equipment (hereinafter referred to as "boats"); orientational and instructional courses, seminars and sessions; swimming and related land and water activities; all travel, transportation, loading and unloading and accommodation; food, beverage including water supply, use of equipment, and multi-day camping trips.

In this Release Agreement, the term "Negligence" includes the failure by the Releasees to use such care as a reasonably prudent and careful guide, instructor, leader, member or Paddle Sport operator would use under similar circumstances, or breach of any other duty of care imposed by law.

ASSUMPTION OF RISKS (Initial all boxes)

Participation in Paddle Sport Activities involves various risks, dangers and hazards including the risk of serious injury, paralysis or death. Paddle Sport Activities often take place in remote locations, where assistance, medical and first aid services and evacuation may not be readily available, and communication with first responders may be difficult or not possible. The risks, dangers and hazards that may be encountered include, but are not limited to:

- 1. Accidents which occur during transportation or travel to and from the departure point; loading or unloading of boats and equipment; slips and falls while getting into or out of boats;
- 2. Overturning of any boats; loss of balance; impact or collision with objects, including other boats;
- 3. Cold water immersion; repetitive strain injuries; fractures; dislocated shoulders; hypothermia; drowning; changing and inclement weather conditions including storms, high wind, high waves, floods and flash floods, and lightning;
- 4. Encounters with domestic or wild animals;

- 5. All forms and sources of illness; including all forms of infectious disease however transmitted;
- 6. negligence on the part of other participants; and
- 7. **NEGLIGENCE ON THE PART THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN PADDLE SPORT ACTIVITIES.**
- 8. I acknowledge and understand that Club Trip Leaders and Event Hosts are volunteers and may or may not in any way be trained, certified, or pre-qualified by Paddle Canada or any other organization or group so far as their skills and abilities related to the activities concern. Club trips and activities are not professionally guided trips.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN PADDLE SPORT ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in Paddle Sport Activities as defined in this Release Agreement, I hereby agree as follows:

1. 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 any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer as a result of my participation in Paddle Sport Activities, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEES.** STATUTORY DUTIES INCLUDE BUT ARE NOT LIMITED TO THOSE UNDER THE **CANADA SHIPPING ACT** AND INCLUDE BUT ARE NOT LIMITED TO THE **SMALL VESSEL REGULATIONS AND COLLISION REGULATIONS** MADE UNDER THE **CANADA SHIPPING ACT.** I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN PADDLE SPORT ACTIVITIES REFERRED TO ABOVE;

- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury resulting from my participation in Paddle Sport Activities;
- 3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
- 4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of British Columbia; and
- 5. Any litigation involving the parties to this Release Agreement shall be brought within British Columbia and shall be within the exclusive jurisdiction of that province.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of Paddle Sport Activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ THIS RELEASE AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

_____ Print Name of Participant
_____ Signature of Participant
_____ Date (dd/mm/yyyy)

_____ Print Name of Witness
_____ Witness Signature