

WAIVER FORM FOR THE GO ROWING & PADDLING ASSOCIATION OF CANADA/NANAIMO DRAGON BOAT FESTIVAL SOCIETY

Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement, (the "Agreement")

BY SIGNING THIS AGREEMENT YOU WILL GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

PLEASE READ CAREFULLY Please provide all information and SIGN and INITIAL the Waiver at the **BOTTOM** of this sheet.

Re: Participation in the GO Rowing & Paddling Association of Canada/Nanaimo Dragon Boat Festival Society (GO/NDBFS) rowing and paddling programs, pursuant to the GO/NDBFS safety guidelines, rules and regulations, (collectively referred to as the "Rules").

Name: _____ Phone: _____ Gender: _____ Event: Nanaimo Dragon Boat Festival, July 8-10, 2005

Address: _____ City: _____ Prov.: _____ Team: _____

Postal Code: _____ DOB: _____ Fax: _____ Email Address: _____

(All personal information given by participants will only be used for administration and regular communication with respect to related programs & events with GO/NDBFS).

To: GO/NDBFS, and their respective directors, officers, employees, contractors, representatives, officials, agents, and volunteers.

In this Agreement:

- the term, "rowing and paddling programs" shall include but is not limited to: competitions, races, demonstrations, practices, events, boat rentals, orientation and instruction sessions, and other such activities, events and services in any way connected with or related to the GO/NDBFS; and
- the term, "Releasees" shall include the GO/NDBFS, affiliate centres and events, sponsors, official suppliers, officials, and all of their respective directors, officers, employees, volunteers, agents, representatives, successors and assigns.

• **ACKNOWLEDGEMENT – SAFETY**

I am aware that the physical exertion required of rowing and paddling programs and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, symptoms or congenital defects. I HAVE ALSO READ AND UNDERSTAND THE SAFETY GUIDELINES, AND I AGREE TO ABIDE BY THOSE GUIDELINES. (Safety guidelines are posted at Centre)

• **ASSUMPTION OF RISKS**

I am aware and understand that rowing and paddling programs and rowing and paddling sports have inherent dangers, hazards and risks including, but not limited to:

- ACCIDENTS WHICH OCCUR WHILE LOADING AND UNLOADING EQUIPMENT
- ABRUPT WEATHER CHANGES
- COLLISION WITH MANMADE OR NATURAL OBJECTS OR OTHER PADDLERS OR BYSTANDERS
- CONDITIONS OF WATER SURFACE AND VARIATIONS IN THE WATER CONDITIONS, SURFACES AND CURRENTS
- EQUIPMENT FAILURE
- IMPROPER USE OF EQUIPMENT
- NEGLIGENCE OF OTHERS
- OVERTURNING OR UPSETTING OF THE BOAT
- FALLING FROM THE BOAT WHILE ON THE WATER
- POOR SWIMMING ABILITY OF MYSELF OR OTHERS
- FACILITY & SITE HAZARDS
- NEGLIGENCE OF THE RELEASEES
- SUSTAINED RIGOROUS PHYSICAL ACTIVITY
- TRAVEL TO AND FROM SITE
- DROWNING
- IMMERSION IN COLD WATER
- HYPOTHERMIA

I understand that injuries resulting from the danger, hazards and risks of rowing and paddling programs and sports are a probable occurrence of such programs and sports. I am also aware that there is a risk of NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE DANGERS, HAZARDS AND RISKS OF PADDLING PROGRAMS AND SPORTS.

I freely accept and fully assume all dangers, hazards and RISKS associated with participation in rowing and paddling programs and sports and the possibility of personal injury, death, property damage or loss resulting therefrom.

• **RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY**

I acknowledge that it remains my sole responsibly to act in such a manner as to be responsible for my own safety and participate within my own limits. I understand that the Rules are solely for the purpose of regulating other rowing and/or paddling program participants and me.

In consideration of the Releasees agreeing to my participation in rowing and/or paddling programs & events and permitting my use of their equipment and facilities, I hereby agree as follows:

- 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 rowing and/or paddling programs 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;
- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage or personal injury to any third party resulting from my participation in rowing and/or paddling programs; and
- This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives, in the event of my death or incapacity.

**Registrant
Must Initial
Here**

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of paddling programs & events other than what is set forth in this Agreement.

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

Signature of Registrant

Date Signed

Witness Signature

Name of witness (printed)

GO ROWING & PADDLING ASSOCIATION OF CANADA/NANAIMO DRAGON BOAT FESTIVAL SOCIETY

Acknowledgement of Risks

For Registrants Under 19 years of age

BY SIGNING THIS YOU ACKNOWLEDGE THAT YOU ARE AWARE OF CERTAIN RISKS

Please Read Carefully!

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Address: _____ City: _____ Prov.: _____ Team: _____

Postal Code: _____ DOB: _____ Fax: _____ Email Address: _____

(All personal information given by participants will only be used for administration and regular communication with respect to related programs & events with GO/NDBFS).

TO: GO/NDBFS, and their respective directors, officers, employees, contractors, representatives, officials, agents, and volunteers.

• ACKNOWLEDGEMENT OF RISKS

I am aware and understand that rowing and paddling sports has inherent dangers, hazards and risks (collectively called the "RISKS"). The following is only a partial list of examples of these RISKS:

- ABRUPT WEATHER CHANGES
- COLLISION WITH MANMADE OR NATURAL OBJECTS OR OTHER ROWERS OR BYSTANDERS
- CONDITIONS OF WATER SURFACE
- EQUIPMENT FAILURE
- IMPROPER USE OF EQUIPMENT
- NEGLIGENCE OF OTHER ROWERS
- OVERTURNING
- POOR SWIMMING ABILITY
- ROWING SITE HAZARDS
- SUSTAINED RIGOROUS PHYSICAL ACTIVITY
- TRAVEL TO AND FROM ROWING SITE
- WATER TEMPERATURE

I understand that injuries resulting from such RISKS are a possible occurrence of rowing and paddling sports.

I acknowledge that it is my responsibility to act in such a manner as to be responsible for my own safety and participate within my own limits.

Signature of Registrant

I, as a parent or guardian of the Registrant, acknowledge that, by my signing this document, I am, in addition to the Registrant and others, assuming the responsibility to educate and inform the Registrant of the RISKS.

Witness' signature

Signature of Parent/Guardian

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Date signed