



VICTORIA CANOE & KAYAK CLUB
355 GORGE ROAD WEST
VICTORIA, BC



**DISCLOSURE OF RESPONSIBILITIES, ASSUMPTION OF RISKS, RELEASE OF LIABILITY,
 WAIVER OF CLAIMS AND RIGHT TO SUE, AND INDEMNITY AGREEMENT.**

By signing this document you will waive certain legal rights, including the right to claim or sue – please read carefully!

NAME: _____

ADDRESS: _____

PHONE: _____ **E-Mail:** _____

ASSUMPTION OF RISKS

Watercraft paddling is a potentially dangerous activity. Hazards include strong and unpredictable currents; cold water; sweepers (partially submerged trees and logs); rocks; deep, uneven and jagged river, lake and ocean bottoms; unstable and potentially harmful paddle craft; sudden and unpredictable changes in the weather; hypothermia; the possibility of becoming injured; loss of life; lost and damaged property (including stored boats); any and all hazards associated with paddling, racing, camping, portaging, wilderness traveling, social events and other pursuits of the Victoria Canoe and Kayak Club (hereafter referred to as “VCKC Activities”).

DISCLOSURE AND ACKNOWLEDGEMENT OF RESPONSIBILITIES

The Activity Leader for a VCKC event may not be a professional instructor, guide or trained first aid attendant. The Activity Leader’s job is only to organize the event, ensure that it gets under way, know the access to the area and have knowledge of the route or routes undertaken. It is the responsibility of each person in a VCKC event to ensure that he/she has the necessary skills, experience, fitness and equipment commensurate with the requirements for the event. Each person is responsible for knowing Club rules for each Activity, for his /her own safety, for having suitable first aid supplies and for confirming that his/her clothing and equipment are in good working order.

RELEASE AND WAIVER OF LIABILITY

In consideration of my being permitted to participate in VCKC Activities, I, for myself, my heirs, next of kin, executors, administrators, and anyone else who may claim on my behalf HEREBY WAIVE ANY AND ALL CLAIMS, LIABILITY AND DAMAGES I may now and in the future have against VCKC, its members, trip organizers, and all persons acting under its authority (collectively described here as “VCKC Entities”) arising from any and all personal injury, death, property damage or loss sustained by me on to any property, personal injury or death to any third party arising from or in connection with my participation in the activities of VCKC howsoever caused. I FURTHER HEREBY RELEASE AND FOREVER DISCHARGE VCKC Entities from and against all demands, claims, actions, damages, costs, and expenses arising from or with respect to death, injury, damage or loss to my person or property of any kind whatsoever, howsoever caused in connection with my participation in VCKC Activities though the same may have contributed to or have been caused by the NEGLIGENCE, GROSS NEGLIGENCE, OR BREACH OF CONTRACT OF VCKC ON BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE. I FURTHER AGREE to hold harmless and indemnify VCKC Entities from any and all liability for any damage or injury to the property or person of any third party resulting in my involvement in or presence during any of the activities of VCKC.

I ACKNOWLEDGE that VCKC, in obtaining this waiver from me, is doing so for VCKC Entities.

In the event that I act in any capacity for VCKC, I appoint VCKC as my agent for the purpose of obtaining an indemnity and release of liability from other members of VCKC or persons participating in its activities.

This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, and assigns in the event of my death or incapacity.

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by VCKC Entities other than those which are set forth in this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT 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 ASSIGNS MAY HAVE AGAINST THE RELEASEES.

SIGNED THIS _____ DAY OF _____ 20_____

PARTICIPANT NAME: _____ SIGNATURE: _____

PARENT/GUARDIAN NAME: _____ SIGNATURE: _____
 (if participant under 19 years)

WITNESS NAME: _____ SIGNATURE: _____

Effective date: 9 September 2008