

VCKC Waiver 2023

Victoria Canoe & Kayak Club

355 Gorge Road West, Victoria, BC, V9A 1M9 www.vckc.ca

Revised October 2022

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

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

ASSUMPTION OF RISK

-Watercraft paddling is a potentially dangerous activity. Hazards include strong and unpredictable currents; cold water; sweepers (partially submerged trees and logs); rocks; 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”).

-Participation in community activities such as those offered through VCKC includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist.

DISCLOSURE AND ACKNOWLEDGEMENT OF RESPONSIBILITY

-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 underway, 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 they have the necessary skills, experience, fitness and equipment commensurate with the requirements of the event. Each person is responsible for knowing Club rules for each Activity, for their own safety, for having suitable first aid supplies and for confirming that their clothing and equipment are in good working order.

RELEASE AND WAIVER OF LIABILITY

-In consideration of 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 ALL CLAIMS, LIABILITY and DAMAGES** I may now or 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 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 caused by the **NEGLIGENCE, GROSS NEGLIGENCE, OR BREACH OF CONTRACT OF VCKC OR 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 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 the Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY ACCEPTING THIS AGREEMENT I AM

WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND

ASSIGNS MAY HAVE AGAINST THE RELEASES.