



## Waiver

### **RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS AGREEMENT (the "AGREEMENT")**

**BY SIGNING THIS DOCUMENT YOU WAIVE  
CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO  
SUE OR CLAIM COMPENSATION**

**PLEASE READ CAREFULLY**

In this Agreement:

1. "Paddling Activities" shall include, but is not limited to, competitions, races, demonstrations, practices, equipment rentals, orientation and instruction sessions, and other such activities, events, and services connected in any way to the Nanaimo Ocean Paddling Club (NOPC); and
2. "Releasees" shall include the NOPC, its directors, officers, volunteers, agents, representatives, successors, and assigns, as well as affiliate centres, events, hosts, sponsors, officials, and official suppliers.

### **ASSUMPTION OF RISKS**

By signing below, I acknowledge, appreciate, and agree that:

1. Paddling Activities may require physical exertion, and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, symptoms, or congenital defects.
2. I acknowledge that safety guidelines, whether provided to me in a written document, in electronic form, verbally by an instructor, or by any other means, must be followed while involved in Paddling Activities.
3. Paddling Activities carries with it certain dangers, hazards, and risks which include the potential for loss, damage, expense, bodily injury, or death.
4. No amount of caution, experience, and diligence can eliminate all of the risks involved, and I accept and assume all such risks.
5. The risks, hazards, and dangers associated with Paddling Activities include, but are not limited to, the following:
  - a. Travel to and from sites;

- b. Accidents which occur while loading, unloading, or handling equipment;
- c. Improper use of equipment;
- d. Equipment failure;
- e. Facility and site hazards;
- f. Negligence;
- g. Collisions;
- h. Weather changes;
- i. Variations in the water conditions, surfaces, and currents;
- j. Overturning or upsetting of boats or equipment;
- k. Falling from a boat or equipment while on the water;
- l. Poor swimming ability of myself or others;
- m. Sustained rigorous physical activity;
- n. Immersion in cold water;
- o. Hypothermia; and
- p. Drowning.

6. am aware that there is a risk of negligence on the part of the Releasees, including failure by the Releasees to safeguard or protect me from the risks, hazards, and dangers of Paddling Activities.

7. I am solely responsible for my involvement in Paddling Activities and assume all risks, hazards, and dangers associated with this.

## **RELEASE OF LIABILITY**

8. I, for myself and on behalf of my next of kin, my heirs, assigns, executors, administrators, and personal representatives HEREBY RELEASE, HOLD HARMLESS AND WAIVE ANY AND ALL CLAIMS that I have or may have against one or more of the Releasees WITH RESPECT TO ANY AND ALL LIABILITY, to the fullest extent permitted by law, for any loss, damage, expense, bodily injury or death, that I may suffer as a result of my involvement in Paddling Activities, however caused, including, but not limited to, negligence, breach of contract, or breach of any statutory or other duty of care on the part of any one or more of the Releasees.

9. I further agree that if I, or anyone on my behalf, makes a claim of any kind whatsoever against any of the Releasees in relation to my involvement in Paddling Activities, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES from any expense, legal costs, loss, liability, damages, or costs which any one or all of them may incur as a result of such claim.

10. In entering into this Agreement, I am not relying upon any oral or written representations or statements made by one or more of the Releasees other than what is expressly set forth in this Agreement.

## **GENERAL**

11. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and

shall not affect the validity and enforceability of any remaining provisions.

12. The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.

13. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia; and

14. Any litigation involving the parties to this Agreement shall be brought within the Province of British Columbia.

**I confirm that I am at a legal age of consent, that I have read the Agreement above, fully understand its terms, and I agree to be bound by its terms. I understand that I have given up substantial rights by signing the Agreement, including the right to sue, and I sign it freely and voluntarily without any inducement or promises on the part of the Releasees or any other person or corporation.**

This Agreement is signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

Signature of Participant

\_\_\_\_\_  
Please Print Full Name of Participant

\_\_\_\_\_

Signature of Parent/Guardian

\_\_\_\_\_  
Please Print Full Name of Participant