



False Creek Racing Canoe Club  
1318 Cartwright Street, (Granville Island)  
Vancouver, B.C. V6H 3R8 Canada  
604.684.7223  
www.fcrcc.com

## FALSE CREEK WOMEN'S REGATTA 2018

### JUNIOR INFORMED CONSENT AND ACKNOWLEDGEMENT OF RISKS

**\*\*\*PLEASE READ CAREFULLY\*\*\***

To: **FALSE CREEK CANOE SOCIETY** (also known as **FALSE CREEK RACING CANOE CLUB**) ("**FCRCC**"), **DRAGON BOAT CANADA**, **HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT**, **CITY OF VANCOUVER AND ITS BOARD OF PARKS & RECREATION & AFFILIATED COMMUNITY CENTRE ASSOCIATIONS & SOCIETIES AND THE VANCOUVER POLICE BOARD AND THEIR OFFICIALS, OFFICERS, EMPLOYEES, SERVANTS & AGENTS**, **CANADIAN INTERNATIONAL DRAGON BOAT FESTIVAL SOCIETY ("CIDBFS")** doing business as **DRAGON ZONE PADDLING CLUB AND DRAGON BOAT BC**, **G2G RACE MANAGEMENT INC.** and all **EVENT SPONSORS** (collectively, the "**Hosts**")

WHEREAS FCRCC is organizing and managing the **FALSE CREEK WOMEN'S REGATTA** dragon boat races to be held at the Creekside Community Centre, the Southeast False Creek Paddling Centre, Creekside Park and on the waters of False Creek, Vancouver, B.C. on **Saturday, May 26, 2018** and associated land activities including, without limitation, set-up and tear-down of individual team shelters, pre-race warm-up and marshalling, and the embarkation and disembarkation of boats (collectively, the "**Event**"), and each of the undersigned desires to participate in the Event;

IN CONSIDERATION of FCRCC accepting race fees from the undersigned and the Hosts allowing the Event and allowing the undersigned junior participants (each a "**Junior Participant**") to participate in the Event, whether participating with the team named below or on an individual basis, each of the undersigned parents and/or legal guardians agrees, in respect of the Junior Participant for whom he or she is the parent or legal guardian, as follows:

1. **COMPLIANCE WITH RULES.** The Junior Participant is required to abide by the rules and regulations established by by FCRCC, CIDBFS or Dragon Boat Canada applicable to the Event, including, without limitation, the wearing of an approved personal floatation device (PFD). During the Junior Participant's participation in the Event, the Junior Participant is expected to act responsibly with a view to preserving his or her own safety and the safety of other Event participants.
2. **RISKS, DANGERS AND HAZARDS.** I acknowledge that participation in the Event involves risks, dangers and hazards inherent in the sport of dragon boat racing including, without limitation: physical exertion for which the Junior Participant may not be prepared; weather extremes, including sudden and unexpected changes; dangerous water conditions, including cold water and movement, waves, currents; immersion in cold water; hypothermia; underwater entrapment; collision with natural and man-made objects, including rocks, docks and other boats; moving and slippery docks; equipment malfunction or failure; accidents in loading, moving and storing boats and equipment; and delay or inability for rescue or medical treatment in a timely manner (collectively, the "**Risks**"). I have informed the Junior Participant for whom I am the parent or legal guardian of the Risks associated with participating in the Event.
3. **INFORMED CONSENT; ACKNOWLEDGEMENT OF RISKS.** I am the parent or legal guardian of the Junior Participant set beside my name below and I hereby freely consent to the Junior Participant's participation in the Event. I acknowledge and am fully aware that in participating in the Event, the Junior Participant is being exposed to risks of personal injury, death or property damage or loss, which may result from many causes, including the Risks, active or passive negligence, imprudence, lack of skill, error of judgment, breach of contract or breach of statutory duty of care on the part of FCRCC, the Hosts or other Event participants. I acknowledge that the Junior Participant is voluntarily participating in the Event for his or her benefit and enjoyment and the excitement associated with the Event, despite being informed of the Risks associated therewith.
5. **NO WARRANTIES.** I acknowledge that in signing this Agreement, I am not relying on any oral, written or visual representations or statements of any kind made by FCRCC or the Hosts.
7. **MEDIA RELEASE.** I hereby grant FCRCC and its members, volunteers, professional photographers and the media the absolute right and permission to take during the Event, and to use and publish, photographs of the Junior Participant, still or moving, with or without the Junior Participant's name, and to reproduce same through any media, for artistic, promotional, advertising, web content or other commercial and non-commercial purposes, and neither I nor the Junior Participant shall be entitled to any monetary compensation of any kind in respect thereof.

8. **GENERAL PROVISIONS.** This Agreement shall be binding on me and my heirs, next-of-kin, executors, administrators, assigns and representatives (collectively, "**Legal Representatives**"). If any provision of this Agreement is held invalid or unenforceable, it will be severed from this Agreement and will not affect the validity or enforceability of the remaining provisions of this Agreement. This Agreement sets out the entire agreement between the parties regarding the subject matter hereof and may not be amended. This Agreement shall be governed by the laws of the Province of British Columbia, Canada.

**THE UNDERSIGNED JUNIOR PARTICIPANT HAS READ AND UNDERSTANDS SECTIONS 1 AND 2 ABOVE.**

**THE UNDERSIGNED PARENT AND/OR LEGAL GUARDIAN CERTIFIES THAT HE OR SHE:**

**(i) IS THE PARENT OR LEGAL GUARDIAN OF THE JUNIOR PARTICIPANT SET OUT BELOW WITH THE RIGHT TO CONSENT TO SUCH JUNIOR PARTICIPANT'S PARTICIPATION IN THE EVENT,**

**(ii) HAS READ AND UNDERSTANDS THE TERMS OF THIS AGREEMENT BEFORE SIGNING IT, AND**

**(iii) BY SIGNING THIS AGREEMENT IS GIVING UP CERTAIN LEGAL RIGHTS THAT HE OR SHE OR HIS OR HER LEGAL REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

**THE UNDERSIGNED PARENT OR GUARDIAN ACKNOWLEDGES HAVING BEEN GIVEN THE OPPORTUNITY TO CONSULT A LAWYER FOR INDEPENDENT LEGAL ADVICE.**

**TEAM NAME:** \_\_\_\_\_

\_\_\_\_\_  
PRINT JUNIOR PARTICIPANT NAME

\_\_\_\_\_  
JUNIOR PARTICIPANT SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT PARENT/GUARDIAN NAME

\_\_\_\_\_  
PARENT/GUARDIAN SIGNATURE

\_\_\_\_\_  
DATE

**EACH JUNIOR TEAM MUST SUBMIT  
A COMPLETED AND FULLY SIGNED COPY OF THIS FORM FOR EACH PADDLER ON ITS TEAM  
(i.e. UP TO 26 COPIES OF THIS FORM PER TEAM, ONE FOR EACH PADDLER)**