



## **ADULT WAIVER OF CLAIMS, RELEASE FROM LIABILITY AND ASSUMPTION OF RISKS**

**TO:** False Creek Canoe Society, doing business as False Creek Racing Canoe Club ("**FCRCC**"), and its directors, officers, members, agents, officials, organizers, volunteers and other representatives (all collectively referred to as the "**Club**");

**AND TO:** the False Creek Community Centre ("**FCCC**"), Vancouver Board of Parks and Recreation, the City of Vancouver and their respective directors, officers, members, agents, officials, organizers, volunteers and other representatives (all collectively, the "**City**").

**IN CONSIDERATION** of the Club granting to the undersigned rights and privileges of membership in the **FCRCC** and being permitted to use the **Club's** and **FCCC** equipment and facilities and to participate in the paddling, training, coaching, racing, operational, maintenance and other activities of the **Club** (collectively, the "**Activities**"), the undersigned agrees as follows:

1. **COMPLIANCE WITH RULES.** I agree to abide by the rules and regulations established by the **Club** from time to time applicable to the **Activities**, including, without limitation, the wearing of a personal floatation device (PFD) if required. During my participation in the **Activities**, I agree to act responsibly with a view to preserving my own safety and the safety of other participants.
2. **RISKS, DANGERS AND HAZARDS.** I acknowledge that the **Activities** involve risks, dangers and hazards inherent in canoeing, kayaking and associated outdoor water sports (collectively, the "**Inherent Risks**"), and further acknowledge that in addition to the **Inherent Risks**, the **Activities** involve certain additional risks, dangers and hazards, some of which may include (but are not limited to): physical exertion for which I may not be prepared; weather extremes, including sudden and unexpected changes; dangerous water conditions, including cold water and movement, waves, currents, rapids and white water; immersion in cold water; hypothermia; underwater entrapment; collision with natural and man-made objects, including rocks, docks and other boats; slippery docks; equipment malfunction or failure; and delay or inability for rescue or medical treatment in a timely manner (collectively, the "**Additional Risks**").
3. **ASSUMPTION OF RISKS.** I acknowledge that the enjoyment and excitement of my participation in the **Activities** is derived, in part from the **Inherent Risks**, and the **Additional Risks** and I agree to freely accept and fully assume all risks of personal injury, death or property damage or loss, resulting from any cause whatsoever, including but not limited to, the **Inherent Risks**, the **Additional 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 the **Club** or **City**. For greater certainty and without limiting the foregoing, I acknowledge that I use the equipment and facilities of the **Club** and the **FCCC** without notice of the nature, condition and state thereof, and entirely at my own risk, and I acknowledge that I am solely responsible for the safety of my person and property and that the **Club** and the **City** assume no responsibility whatsoever for the safety of my person or property in connection with the **Activities**.
4. **RELEASE OF LIABILITY.** I hereby waive, release and forever discharge the **Club** and the **City** from, and agree not to sue the **Club** and the **City** in respect of, any and all damages, losses, liabilities, claims, costs and expenses (including legal fees) of any kind whatsoever and howsoever arising (including, without limitation, in respect of death, injury, loss or damage to any person or property, or any other loss or damage) that I or my heirs or next-of-kin may suffer or incur, or allege to suffer or incur, arising in any way out of my participation in the **Activities** due to any cause whatsoever, including without limitation, 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 the **Club** or **City**.
5. **INDEMNIFICATION.** I agree to save harmless and indemnify the **Club** and the **City** from and against any and all liability for any personal injury, death, property damage or loss to any third party, resulting from my participation in the **Activities** or in the operation of the **Club**. I agree that I am responsible for all costs of rescue or medical attention rendered to me or for my benefit, arising from the **Activities** and I agree to indemnify the **Club** and the **City** from any and all liability in respect of any and all such costs. If I damage or lose any equipment of the **Club** or the **City** or damage any facility of the **Club** or the **City**, I agree that I may be held responsible for some or all of

the insurance deductible payable. If insurance does not cover the damage or loss, then I agree that I may be held responsible for the cost of repairing the damage or replacing the lost equipment.

6. **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 the **Club** or the **City**.
7. **GENERAL PROVISIONS.** This Agreement shall be binding on my heirs, next-of-kin, executors, administrators, assigns and representatives in the event of my death or incapacity. 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.
8. **PERSONAL INFORMATION.** I acknowledge that the **Club** collects my personal information for the purpose of providing me with the services and / or the facilities associated with being a member of the **FCRCC**. I hereby consent to the use of my personal information by the **Club** and disclosure to and use thereof by the **Club's** agents, including its sport governing bodies and insurers, in relation to my membership with the **FCRCC**, my use of the **Club's** facilities, equipment and services, and my participation in the **Activities**.
9. **MEDIA RELEASE.** I hereby grant the Club and its members, volunteers, professional photographers and the media the absolute right and permission to take during the Activities, and to use and publish, photographs of me, still or moving, with or without my name, and to reproduce same through any media, for artistic, promotional, advertising, web content or other commercial and non-commercial purposes, and I shall not be entitled to any monetary compensation of any kind in respect thereof.
10. **COMMUNICATIONS.** I hereby agree to the **Club** sending me commercial electronic messages related to my membership with the **FCRCC**, my use of the **Club's** facilities, equipment and services, my participation in the **Activities**, any charitable or other events or activities hosted or sponsored by the **Club**, and products and services offered by the **Club**. I acknowledge that I may later unsubscribe by contacting the **FCRCC** office administrator.

I CONFIRM THAT I AM AT AN AGE OF LEGAL CONSENT, THAT I HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT BEFORE SIGNING IT AND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP CERTAIN LEGAL RIGHTS THAT I OR MY LEGAL REPRESENTATIVES MAY HAVE AGAINST THE CLUB AND THE CITY. I ACKNOWLEDGE THAT I HAVE BEEN GIVEN THE OPPORTUNITY TO CONSULT A LAWYER FOR INDEPENDENT LEGAL ADVICE.

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Signature of Member

Printed Name

Date

**\*These waivers must be completed prior to participation in FCRCC events or utilizing equipment. Please submit the completed forms to the FCRCC office. If the office is not open, they can be left in an envelope at the False Creek Community Centre main desk, in the FCRCC mailbox. Thank you.**