

**Vancouver Kayak Club
WAIVER OF LIABILITY AGREEMENT**

**WARNING - BY SIGNING THIS
FORM YOU GIVE UP
IMPORTANT LEGAL RIGHTS!
PLEASE READ CAREFULLY!**

DISCLAIMER CLAUSE

The Vancouver Kayak Club (VKC) and CanoeKayak British Columbia (CKBC) instructors, directors, agents, employees, volunteers and representatives (hereafter referred to as the "VKC") are not responsible for any injury, loss or damage of any kind sustained by any person while participating in VKC programs and activities for whitewater kayaking, including injury, loss or damage which might be caused by the negligence of the VKC.

ASSUMPTION OF RISKS, DANGERS and HAZARDS

I acknowledge that I am aware of the possible RISKS, DANGERS AND HAZARDS associated with the water programs and activities for kayaking either in a pool or outdoors in lakes, rivers or sea, including THE POSSIBLE RISK OF SEVERE OR FATAL INJURY TO MYSELF OR OTHERS. These risks include, but are not limited to:

- Drowning;
- Injuries resulting from collisions with trees, rocks, equipment, other paddlers;
- Entrapment by trees, logs, rocks or equipment;
- Hypothermia due to exposure to cold water or air;
- Changing and inclement weather conditions including storms, high wind and lightning;
- Variation in the water conditions;
- Equipment failure;
- Terrain where a slip or fall or falling debris may cause injury or death;
- Inability to obtain emergency medical assistance due to remoteness of locations;
- Becoming lost or separated from one's leader, instructor or party;
- Medical problems arising before, during or after the trip;
- Encounters with wild and domestic animals;
- Failure to act safely or within one's ability;
- Failure to follow directions from leaders or instructors, including those specifying: staying with the group, wearing required safety equipment, and safe use of equipment.
- Travel to and from locations including transport by public or private motor vehicle; and
- Negligence of other persons.

INDEMNIFICATION AND RELEASE OF LIABILITY

In return for the VKC allowing me to voluntarily participate in its programs and activities, I agree:

1. TO ASSUME AND ACCEPT ALL RISKS arising out of, associated with or related to my participation in the VKC's programs and activities, even though such risks may have been caused by the negligence of the VKC;
2. TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE which I may sustain while participating in the VKC's programs and activities for kayaking, even though such injury, loss or damage may have been caused by the negligence of the VKC;
3. TO INDEMNIFY AND HOLD HARMLESS the VKC, its officers, directors, agents, volunteers, employees and representatives from any and all claims, demands, actions and costs which might arise out of my participation in the VKC's water programs and activities for kayaking, even though such claims, demands, actions and costs may have been caused by the negligence of the VKC.

ACKNOWLEDGEMENT

I acknowledge that the risk of injury from the kayaking is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist. I UNDERSTAND THAT THIS IS A LEGAL AGREEMENT. It is binding upon myself as well as upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

**I HAVE READ THIS WAIVER AND UNDERSTOOD ALL THE TERMS OF THIS AGREEMENT.
I UNDERSTAND THAT SUBSTANTIAL RIGHTS ARE GIVEN UP BY SIGNING IT.
I AM SIGNING IT VOLUNTARILY ON AND AS OF THE DATE SET OUT BELOW.**

Date: _____ Event: _____ Page: ___ of ___

Trip/Event Coordinator Name: _____

| PARTICIPANT'S NAME (print) | PARTICIPANT'S SIGNATURE* <small>IF PARTICIPANT IS NOT A MINOR</small> | PARTICIPANT'S NAME (print) | PARTICIPANT'S SIGNATURE* <small>IF PARTICIPANT IS NOT A MINOR</small> |
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* If participant is a minor, the parent or guardian with legal authority must print their name and sign, acknowledging they have read the following: IF I HAVE SIGNED IT IN REGARD TO A MINOR, THEN I ALSO REPRESENT THAT I AM A PARENT OR GUARDIAN WITH LEGAL RESPONSIBILITY AND AUTHORITY FOR SUCH MINOR AND I AGREE THAT THE ACKNOWLEDGEMENTS, STATEMENTS, COVENANTS, WAIVERS, RELEASES AND OTHER AGREEMENTS ARE MADE BY ME PERSONALLY AND ALSO ARE MADE BY ME ON BEHALF OF, AND CONSENTED TO BY ME FOR AND IN RESPECT OF, SUCH MINOR.