

# COMOX ISLAND IRON



## Sunday JUNE 11th, 2023 Comox Marina Race Waiver - SOLO/ DBL Boats

*\*This waiver must be printed, signed by each team member and presented at the registration desk on race day. There will be extra copies available on race day.*

Comox Valley Canoe Racing Club Society RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS AGREEMENT (the "Release Agreement") PLEASE READ CAREFULLY: BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT In this Release Agreement

- A) **RELEASES** means Comox Valley Canoe Racing Club Society, its directors, administrators, agents, officers, members, volunteers, employees, coaches, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Paddling Activities takes place;
- B) **"Paddling Activities"** includes paddling and racing outrigger canoes, stand-up paddleboards and other paddlesport vessels, and includes volunteering, coaching and officiating for practices and related events.

**ASSUMPTION OF RISKS** I am aware that participating in Paddling Activities involves many risks, dangers and hazards (the "Risks' ), and that Paddling Activities can be physically strenuous and require physical fitness and good health. I am further aware that the Risks inherent in Paddling Activities, some of which are beyond the control of the RELEASES, may include but are not limited to: physical exertion for which I may be unprepared; weather extremes subject to sudden and unexpected changes; dangerous waters including rapids, whitewater and coldwater; equipment failure; improper use of equipment; failure to remain in designated areas; impact or collision with obstacles, other participants or other vessels; negligence of other participants or vessel operators; and NEGLIGENCE ON THE PART OF THE RELEASES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN PADDLING ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT In consideration of the RELEASES agreeing to my participation in Paddling Activities and permitting my use of their equipment, parking and other facilities, on my own behalf, and on behalf of my heirs, next of kin, executors, administrators, and representatives, I HEREBY AGREE AS FOLLOWS:

Initial Here

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the RELEASES and TO RELEASE THE RELEASES from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or my next of kin may suffer as a result of my participation in Paddling Activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, RSBC 1996, c. 337, ON THE PART OF THE RELEASES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE PADDLING ACTIVITIES REFERRED TO ABOVE.

2. IF, despite this Release Agreement, I, or anyone on my behalf, makes a claim against any of the Releases, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASES from any litigation expenses, attorney fees, loss, liability, damage or cost which any may incur as a result of such claim. I have read the Release Agreement above, fully understand its terms, and agree to be bound by them. I understand that I have given up substantial rights by signing it, and sign freely, voluntarily, and without inducement.

Dated: \_\_\_\_\_

Please check which type of boat you are using: SOLO \_\_\_\_\_ DOUBLE \_\_\_\_\_

Participant /#1 - Name (print/Signature)

Parent Guardian Signature if under 19

\_\_\_\_\_

\_\_\_\_\_

Participant / #2 - Name (print/Signature)

Parent Guardian Signature if under 19

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Witness