

**Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement, (the "Agreement")
BY SIGNING THIS AGREEMENT YOU WILL GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

PART ONE: PLEASE READ CAREFULLY and provide all information required for Part One and Part Two of this Group Waiver Form

Re: Participation in Fairway Gorge Paddling Club Society (FGPCS) paddling programs/events, pursuant to the FGPCS safety guidelines, rules and regulations, (collectively referred to as the "Rules").

PLEASE TYPE OR PRINT CLEARLY:

Manager:	Team:	Event: FGPC WETDASHE 2014
<hr/>		
Address:	City:	Postal Code:
<hr/>		
Phone:	Fax:	Email:
<hr/>		

(All personal information given by participants will only be used for administration and regular communication with respect to related programs/events with FGPCS).

To: FGPCS, and their respective directors, officers, employees, contractors, representatives, officials, agents, and volunteers.

Please **REVIEW** this **AGREEMENT**, provide the information required, **INITIAL** the bottom of the first page of this Agreement, and **SIGN** where indicated on subsequent pages. This **AGREEMENT** must be submitted to the Fairway Gorge Paddling Club Society and St. Michaels University School prior to participating in their programs and events.

(All personal information given by the Participants will only be collected, used and disclosed for administration and regular communication with respect to related paddling and rowing programs & events with the Fairway Gorge Paddling Club Society and St. Michaels University School.)

DISCLOSURE OF RISKS:

Participants in the Program must be physically agile and alert. Rowing and paddling sports have inherent dangers, hazards and risks, including, but not limited to:

- | | |
|---|---|
| <input type="checkbox"/> Death from drowning or being exposed to hypothermia by falling into water;
<input type="checkbox"/> Risks and dangers that occur when exposed to the forces of nature including unpredictable weather and waves. Abrupt weather changes and changes in conditions of water surface and variations in the water conditions, surfaces and currents.
<input type="checkbox"/> Overturning or upsetting of the boat;
<input type="checkbox"/> Poor swimming ability of the Participant or others;
<input type="checkbox"/> Falling while moving about on slippery decks and ramps; | <input type="checkbox"/> Accidents which occur while loading and unloading equipment,
<input type="checkbox"/> Accidents from equipment failure and improper use of equipment.
<input type="checkbox"/> Collisions with manmade or natural objects, motorized vessels or other paddlers or bystanders.
<input type="checkbox"/> Facility & site hazards;
<input type="checkbox"/> Negligence of others, including St. Michaels University School Society and the Fairway Gorge Paddling Club Society. |
|---|---|

TO: the Fairway Gorge Paddling Club Society and St. Michaels University School and their directors, officers, members, employees, volunteers, agents, independent contractors, subcontractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as the "**Releasees**").

IN CONSIDERATION OF the Fairway Gorge Paddling Club Society and St. Michaels University School permitting the Participant to participate in the Program and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Participant voluntarily and knowingly signs this Disclosure of Risks, Assumption of Risks, Release of Liability, Waiver of Claims and Indemnity Agreement.

Definitions: "Program" means the paddling or rowing program detailed in box 6 above and shall include but is not limited to those activities as set out under the heading Disclosure of Risks which has been provided to and initialled in acknowledgement by the Participant.

ASSUMPTION OF RISKS

1. I acknowledge that I am voluntarily participating in the Program. I understand that there are risks associated with participating in the Program which could result in injury, damage or loss to my own (or other's) property, body, or life.
2. I understand that risks are inherent in the very nature of the Program and simply cannot be eliminated without jeopardizing the essential qualities of the Program. I am aware that the risks may include, but are not limited to, those risks listed in the Disclosure of Risks document.
3. I understand that although the Fairway Gorge Paddling Club Society and St. Michaels University School strive to provide a safe environment during the Program, risks may result from human error and negligence on the part of persons involved in preparing, organizing and leading any Program.
4. I understand that I have a personal responsibility to learn and follow rules and procedures established by the Releasees and to make them aware at any point in which I question my own knowledge of those procedures or my ability to participate in any of the Program.
5. I voluntarily **accept and fully assume** all risks, dangers and the possibility of personal injury, death, property damage or loss resulting from participating in the Program.

TEAM MANAGER
INITIAL HERE:

GENERAL

7. I hereby agree as follows:
 - a. This Acknowledgement shall be effective and binding on my heirs, next of kin, executors, administrators and representatives in the event of my death or incapacity;
 - b. This Acknowledgement and any rights, duties and obligations as between the parties to this Acknowledgement shall be governed by the laws of the Province of British Columbia and shall be within the exclusive jurisdiction of the Province of British Columbia; and
 - c. In signing this Acknowledgement I am not relying upon any oral or written representation or statements made by the Releasees with respect to the safety of the Program other than what is set forth in this Acknowledgement.
 - d.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

6. I hereby agree as follows:
 - a. To waive any and all claims that I have or may in the future have against the Releasees and to release the Releasees from any and all liability for loss, damage, expense or injury including death that I may suffer, or my next of kin may suffer, resulting from my participation in the Program, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory duty or other duty of care on the part of the Releasees;
 - b. To indemnify and hold harmless the Releasees from and against all claims, demands, actions and suits and all liabilities, losses, damages, costs, charges and other expenses of every nature and kind, for any damage to property or of personal injury to any third party, resulting from the my participation or presence in the Program; and
 - c. To hold harmless and indemnify the Releasees from any and all emergency expenses related to first aid or medical treatment and/or evacuation in the event of any accident, injury or illness. I acknowledge that all expenses associated with emergency evacuation, rescue or first aid will be my responsibility and will not be covered by the Releasees.

NOTE: By signing this document you are giving up certain legal rights, including the right to sue, which have potential financial implications for yourself and/or your family should you be injured while participating in a program or related activity. Understand clearly that marine activities have inherent risks.

**ADULT GROUP WAIVER FORM
FAIRWAY GORGE PADDLING CLUB SOCIETY**

PART TWO: Team Roster (ALL FIELDS ARE REQUIRED)

Team Name: _____	Event Name: FGPC WETDASHE 2014
------------------	---------------------------------------

BY SIGNING BELOW, I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT
BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS,
ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

#	Name (Please type)	Email (please type)	Signature
1	Captain:		
2	Steersperson:		
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			

As team manager I acknowledge that no person is permitted to board the dragon boat unless his or her name is on this list. I certify that the persons, whose names are listed above, have read and understand the waiver form.

Manager's name (print): _____ Email: _____
 Manager's signature: _____ Date: _____
 Witness name (print): _____ Witness signature: _____