

## Shuswap Association for Rowing and Paddling Membership Waiver 2017

### WAIVER OF LIABILITY AND RELEASE OF CLAIMS – Read carefully BY SIGNING THIS, YOU GIVE UP ALL RIGHT TO LITIGATION AND OTHER FORMS OF ACTION

I hereby release and discharge the Shuswap Association of Rowing and Paddling, (SARP), its officers, directors, coaches, members, volunteers, agents, and employees, herein referred to collectively as "personnel" and the City of Salmon Arm from all claims, demands, actions, judgments, and executions which the undersigned's heirs, successors, administrators, representatives or assigns may have, or claim to have, for any and or all personal injuries, known and unknown, and injuries to property, real or personal, caused by, or arising, out of the participation in the activity of paddling and rowing sports, not limited to dry-land training, on water practices, regattas, competitions, racing demonstrations, events, boat rentals, orientation and instruction session, and other such activities, events and services in any way connected with or related to SARP.

I, the undersigned, fully understand, acknowledge and agree that this sport activity has inherent risk involved, and I am fully aware of the nature of these risks, notwithstanding these risks, I hereby waive any and all rights, claims, prospective causes of action, etc. as heretofore enumerated, and I hereby assume any and all risks associated with my participation in this sporting activity. I understand that paddling and rowing on lakes and rivers involve certain dangers, not all of which can be listed here. Among the more obvious and frequent are:

- Improper use of equipment
- Accidents which occur while loading and unloading equipment
- Overturning or upsetting of the boat
- Surfaces and currents
- Falling from the boat while on the water
- Travel to and from rowing or paddling sites
- Abrupt weather changes
- Collision with man made or other natural objects
- Immersion in cold water-hypothermia paddlers or bystanders
- Poor swimming ability of myself or others
- Equipment failure
- Paddling site hazards
- Sustained, rigorous physical activity
- Negligence of SARP personnel
- Conditions of water surface and variations in the water
- Weather conditions

I am not relying on any oral or written statement, if any, made by the SARP personnel, whether in brochure, advertisements, or in individual conversations, to lead me to become involved in this program on any basis other than our assumptions of the risks involved. I accept all of these risks and the possibility of death, personal injury, property damage and loss resulting from my involvement with practice and racing events. I acknowledge that the SARP personnel have been available to fully explain the various hazards and risks associated with these activities; in addition, I have read and understand the SARP Safety Guidelines.

- I certify that I am physically capable and fit to participate in these activities. I agree to pay for all costs incurred by SARP and/or its personnel, and the City of Salmon Arm, should an action or lawsuit be launched on my behalf.
- I, the undersigned, have read this waiver/release, and understand all of its terms and conditions. I execute it voluntarily and with full knowledge of its significances. I understand that it will be binding, not only on me, but on my heirs, next of kin, successors, executors, administrators, personal representatives and assigns. I agree that, even though I may not live in BC, the laws of the Province of BC and the City of Salmon Arm bylaws govern this waiver of liability and release of claims and will be enforced in any court of law.

NOTE: SARP is collecting the above information for the purpose of updates, news, social and other events, practice schedules, festival information, volunteer requests, and sending official notices. I hereby acknowledge and consent to the collection, use or disclosure of my personal contact info for SARP purposes set out herein, including email communication for club business such as volunteers, festival, fund raising programs and AGM announcement. I further acknowledge that SARP is not responsible or liable for the misuse of any of my personal contact information beyond this control.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Boat Team (if applicable): \_\_\_\_\_

Witness Name: \_\_\_\_\_ Witness Signature: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Emergency contact number: \_\_\_\_\_

Signature of Parent of Guardian for members under 19 years: \_\_\_\_\_

Date: \_\_\_\_\_