

# WAIVER FOR THE KOOTENAY RHYTHM DRAGONS (KRD) 2023 SEASON

Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement (the "Agreement")

By signing this agreement you will give up all legal rights including the right to sue

**PLEASE READ CAREFULLY** Please provide all information and **SIGN** and **INITIAL** the Waiver at the **BOTTOM** of this sheet.

**Re:** Participation in the KRD training and paddling programs pursuant to the KRD safety guidelines, rules and regulations.

Name: \_\_\_\_\_ Phone \_\_\_\_\_ Gender \_\_\_\_\_ Date of Birth \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Province \_\_\_\_\_ Fax \_\_\_\_\_

Postal Code \_\_\_\_\_ Email Address: \_\_\_\_\_

(All personal information given by participant will only be used for administration and regular communication with respect to related programs and events with KRD in accordance with the Personal Information Protection and Privacy Act of BC)

**To:** KRD, and their respective directors, officers, coaches, contractors, representatives, officials, agents and volunteers

## In This Agreement:

- the term "training and paddling programs" shall include but is not limited to competitions, races, demonstrations, practices, events, boat rentals, orientation and instruction sessions, exercise classes, and other such activities, events and services in any way connected with or related to KRD, and
- The term "Releasees" shall include KRD, all events, sponsors, official suppliers, officials and all of their respective directors, officers, employees, agents, representatives, volunteers, successors and assigns.

### \* ACKNOWLEDGEMENT – SAFETY

I am aware that the physical exertion required of training and paddling programs and the forces exerted on my body can activate or aggravate pre-existing physical injuries, conditions, symptoms or congenital defects. I HAVE ALSO READ AND UNDERSTAND THE KRD SAFETY POLICIES AND PROCEDURES AND I AGREE TO ABIDE BY THOSE POLICIES AND PROCEDURES.

### \* ASSUMPTION OF RISKS

I am aware and understand that training and paddling programs and paddling sports have inherent dangers, hazards and risks including, but not limited to:

~ACCIDENTS WHICH OCCUR

LOADING AND UNLOADING EQUIPMENT

~ABRUPT WEATHER CHANGES

~COLLISION WITH MANMADE OR NATURAL

OBJECTS OR OTHER PADDLERS OR

BYSTANDERS

~CONDITIONS OF WATER SURFACE AND

VARIATIONS IN THE WATER CONDITIONS

SURFACES AND CURRENTS

~EQUIPMENT FAILURE

~IMPROPER USE OF EQUIPMENT

~NEGLIGENCE OF OTHERS

~OVERTURNING OR UPSETTING OF THE

BOAT

~FALLING FROM THE BOAT WHILE ON

THE WATER

~POOR SWIMMING ABILITY OF MYSELF

OR OTHERS

~FACILITY AND SITE HAZARDS

~NEGLIGENCE OF THE RELEASEES

~SUSTAINED RIGOROUS PHYSICAL ACTIVITY

~TRAVEL TO AND FROM SITES

~DROWNING

~IMMERSION IN COLD WATER

~HYPOTHERMIA

I understand that injuries resulting from the danger, hazards and risks of training and paddling programs and sports are a probable occurrence of such programs and sports. I am also aware that there is a risk of NEGLIGENCE ON THE PART OF THE RELEASEES INCLUDING THE FAILURE BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE DANGERS, HAZARDS AND RISKS OF TRAINING AND PADDLING AND SPORTS.

I hereby accept and fully assume all dangers, hazards and RISKS associated with participation in training and paddling programs and sports and the possibility of personal injury, death, property damage or loss resulting there from

### • RELEASE OF LIABILITY, WAIVER OF CLAIMS AND IDENMNITY

I acknowledge that it remains my sole responsibility to act in such a manner as to be responsible for my own safety and participate within my own limits. I understand the Rules are solely for the purpose of regulating other training and/or paddling program participants and me.

In consideration of the Releasees agreeing to my participation in training and/or paddling programs & events and permitting my use of their equipment and facilities, I hereby agree as follows:

- TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the RELEASEE AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer as a result of my participation in training and/or paddling programs due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory and other duty of care on the part of the Releasees.

### Registrants

#### Must initial

Here

- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage or personal injury to any third party resulting from my participation in training and/or paddling programs, and
- This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives in the event of my death or incapacity.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of training, Paddling programs and events other than what is set for in this Agreement.

**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.**

\_\_\_\_\_  
Signature of Registrant

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name (please print)