

# WAIVER FORM FOR THE VERNON ROWING AND DRAGON BOAT CLUB (VRDBC)

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: ALL FIELDS ARE REQUIRED: **FILL PRINT AND INITIAL**

Re: Participation in the Vernon Rowing and Dragon Boat Club, pursuant to the VRDBC safety guidelines, rules and regulations, (collectively referred to as the "Rules").

Event: Vernon Dragon Boat Festival and Pledge Drive Team:

Manager:

Address: City: Prov: Postal Code:

Email: Phone:

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

To: VRDBC, and their respective directors, officers, employees, contractors, representatives, officials, agents, and volunteers.  
In this Agreement:

1. the term, "rowing and paddling programs" shall include but is not limited to: competitions, races, demonstrations, practices, events, boat rentals, orientation and instruction sessions, and other such activities, events and services in any way connected with or related to the VRDBC; and
2. the term, "Releasees" shall include the VRDBC, affiliate centres and events, sponsors, official suppliers, officials, and all of their respective directors, officers, employees, volunteers, agents, representatives, successors and assigns.

### • ACKNOWLEDGEMENT – SAFETY

I am aware that the physical exertion required of rowing and paddling programs and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, symptoms or congenital defects. I HAVE ALSO READ AND UNDERSTAND THE SAFETY GUIDELINES, AND I AGREE TO ABIDE BY THOSE GUIDELINES. (Safety guidelines are posted at Centre)

### • ASSUMPTION OF RISKS

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

ACCIDENTS WHICH OCCUR WHILE  
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 & SITE HAZARDS  
• NEGLIGENCE OF THE RELEASEES  
• SUSTAINED RIGOROUS PHYSICAL  
ACTIVITY  
• TRAVEL TO AND FROM SITE  
• DROWNING  
• IMMERSION IN COLD WATER  
• HYPOTHERMIA

I understand that injuries resulting from the danger, hazards and risks of rowing 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 PADDLING PROGRAMS AND SPORTS.

I freely accept and fully assume all dangers, hazards and RISKS associated with participation in rowing 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 INDEMNITY

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 that the Rules are solely for the purpose of regulating other rowing and/or paddling program participants and me.

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

**MANAGER  
MUST  
INITIAL  
HERE**

1. 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 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 rowing and/or paddling programs due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, on the part of the Releasees;
2. 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 rowing and/or paddling programs; and
3. 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 paddling programs & events other than what is set forth 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.**

**PROCEED TO THE TEAM ROSTER**

**Adult Team Waiver Form**  
**Vernon Rowing and Dragon Boat Club**  
**Vernon Dragon Boat Festival**

Team Name:

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.

	<b>Name</b>	<b>Email or Address</b>	<b>Signature</b>
1	Captain-		
2	Steer-		
3	Drummer-		
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.

Managers Name (print)	Email
Managers Signature	Date
Witness Name (print)	Signature