



2016 NON-MEMBER (Guest) WAIVER

KELOWNA CANOE & KAYAK CLUB

Kelowna Retail Centre, Box 2272, Kelowna, BC V1X 4K6

DISCLOSURE OF RESPONSIBILITIES, ASSUMPTION OF RISKS, RELEASE OF LIABILITY,
WAIVER OF CLAIMS AND RIGHT TO SUE, AND INDEMNITY AGREEMENT

By signing this document you will waive certain legal rights, including the right to claim or sue. Please read carefully.

Name(s) _____ Phone _____

Address _____

City _____ Province _____ Postal Code _____

ASSUMPTION OF RISKS

Watercraft paddling is a potentially dangerous activity. Hazards include, but are not limited to, strong and unpredictable currents, cold water, sweepers (partially submerged trees and logs), rocks, deep, uneven and jagged river, lake and ocean bottoms, unstable and potentially harmful paddle craft, sudden and unpredictable changes in the weather, hypothermia, the possibility of becoming injured, suffering loss of life, having property lost and/or damaged, as well as any and all hazards associated with paddling, racing, camping, portaging, wilderness traveling and other pursuits of the Kelowna Canoe and Kayak Club (hereafter referred to as "KCKC").

DISCLOSURE OF RESPONSIBILITIES

The organizer for a KCKC trip may not be a professional or certified paddling instructor, guide or trained first aid attendant. It is the responsibility of each person on a KCKC trip to ensure that he/she has the necessary skills, experience, fitness and equipment commensurate with the requirements for the trip. Each person is responsible for his/her own safety, for having suitable first aid supplies and for confirming that his/her clothing and equipment are in good working order.

RELEASE AND WAIVER OF LIABILITY

In consideration of my being permitted to participate in the activities arranged by KCKC, I, for myself, my heirs, next of kin, executors, administrators, and anyone else who may claim on my behalf, HEREBY WAIVE ANY AND ALL CLAIMS for liability and damages or loss sustained to any property or resulting in personal injury or loss of life, from or in connection with my participation in the activities of KCKC howsoever caused.

I FURTHER HEREBY RELEASE AND FOREVER DISCHARGE KCKC, its members, directors, employees, agents and representatives (collectively "the Releasees") from and against all demands, claims, actions, damages, costs and expenses arising from or with respect to death, injury, damage or loss to my person or property of any kind whatsoever, howsoever caused in connection with my participation in KCKC activities though the same may have contributed to or have been caused by the NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT OF KCKC OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE.

I FURTHER AGREE to save harmless and indemnify the Releasees from any demands, court proceedings or actions arising out of or connected to my involvement in or presence during any of the activities of KCKC.

This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, and assigns in the event of my death or incapacity.

In the event that I act in any capacity for KCKC, I appoint KCKC as my agent for the purpose of obtaining an indemnity and release of liability from other members of KCKC or persons participating in its activities.

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by KCKC other than those which are set forth in this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT 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 ASSIGNS MAY HAVE AGAINST THE RELEASEES.

PARTICIPANT/Guest (Print) _____ SIGNATURE _____

PARTICIPANT/Guest (Print) _____ SIGNATURE _____

WITNESS (Print) _____ SIGNATURE _____

DATED: _____ day of _____ 2016

Note:

Guests are welcome to drop in for one paddle prior to joining the club but a **waiver must be signed** and given to the paddle leader.