

KAMLOOPS 2019 DRAGON BOAT FESTIVAL

WAIVER FORM

To: The **KAMLOOPS 2019 DRAGON BOAT FESTIVAL** (hereinafter referred to as the “**OPERATOR**”)

In this agreement the terms:

1. “**paddling activities**” shall include all activities, events or services provided, arranged, organized, sponsored or authorized by the Operator; including, but not limited to, regattas, competitions, races, demonstrations, events and services in any way connected with or related to the Operator; and
2. “**Operators**” shall include all sponsors, suppliers and volunteers; and all of their respective directors, officers, employees, volunteers, agents, representatives, successors, and assigns.

ACKNOWLEDGEMENT OF SAFETY

I acknowledge that I have been advised that **I MUST wear a life jacket/PFD** while participating in paddling activities. Instruction as to the proper use of the life jacket/PFD is available from the Operator. I am aware that the physical exertion required for paddling activities and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, symptoms or congenital defects. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with paddling activities.

ASSUMPTION OF RISKS

I am aware that paddling activities involve many risks, dangers and hazards; including, but not limited to, accidents which occur while or due to loading and unloading equipment; standing or walking on docks, floats or ramps; overturning or upsetting of the boat; falling from the boat while on the water; collision with rocks, trees, logs, dead fall, other vessels, and other boating equipment; collision with other participants; equipment failure; variations in the water conditions, surfaces and currents; changing weather conditions; high winds; drowning; loss of control; entrapment; immersion in cold water; hypothermia; exposure to temperature extremes, and the negligence of other participants. Communication in the terrain used for paddling activities may be difficult, and in the event of an accident, medical treatment may not be readily available. I am also aware that there is a risk of **NEGLIGENCE ON THE PART OF THE OPERATORS; INCLUDING, BUT NOT LIMITED TO, THE FAILURE BY THE OPERATORS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PADDLING ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PADDLING ACTIVITIES; AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Operators agreeing to my participation in paddling activities, and permitting my use of their equipment and facilities, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or any in the future have against THE OPERATOR AND TO RELEASE THE OPERATOR from any and all liability for any loss, damage, expense, injury, or death that I may suffer, or that my next of kin may suffer, as a result of my participation in paddling activities, that are DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE; AND INCLUDING ANY DUTY OF CARE OWED UNDER THE **OCCUPIERS' LIABILITY ACT, R.S.B.C. 1996, c. 337**, ON THE PART OF THE OPERATOR; AND FURTHER, INCLUDING THE FAILURE ON THE PART OF THE OPERATOR TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE PADDLING ACTIVITIES REFERRED TO ABOVE;
2. TO HOLD HARMLESS AND INDEMNIFY THE OPERATOR from any and all liability for any property damage or personal injury to any third party resulting from participation in paddling activities;
3. To familiarize myself with all rules, regulations and protocol pertaining to the use of all operator equipment and assets;
4. That 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;
5. That this Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia;
6. That any litigation involving the parties to this agreement shall be brought within the Province of British Columbia; and
7. To grant to the Operator, its representatives, employees, professional photographers and the media the right and permission to publish, copyright and use photographs of me and my property, with or without my name; and to reproduce the photographs through any medium for illustration, art, promotion, advertising, trade, web content or any other purpose.

In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Operators with respect to the safety of paddling activities other than those which are set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTAND 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 OPERATORS.

