

SOUTH ISLAND SEA KAYAKING ASSOCIATION

WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING!

BY SIGNING THIS DOCUMENT YOU ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING YOUR RIGHT TO SUE THE CLUB. YOU ARE ALSO AGREEING TO INDEMNIFY THE CLUB AND OTHERS REFERENCED IN THIS AGREEMENT IF ANY OF THEM ARE SUED BECAUSE OF YOUR PARTICIPATION IN THE CLUB'S ACTIVITIES.

In consideration of being permitted to participate in activities organized or sponsored by the "South Island Sea Kayaking Association" (hereinafter the "Club") including, but not limited to, day and extended paddling trips, equipment testing and demonstrations, water safety and paddling practice sessions, and any activity associated therewith, including, but not limited to, travel to and from activity locations and camping (hereinafter the Activities"), I the undersigned hereby ACKNOWLEDGE, REPRESENT and AGREE as follows:

Acknowledgement of Risk

1. I acknowledge that sea kayaking is a potentially dangerous activity. Hazards include 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; equipment failure, and human error and failure to abide by safe practices, as well as any and all hazards associated with paddling, racing, camping, portaging, wilderness traveling and other pursuits of the Club, including but not limited to risk of property loss and damage, serious physical injury, including injury or illness in remote locations, and death, and that serious social and economic losses might result not only from my own actions, inactions, negligence, gross negligence, breach of contract or breach of any statutory or other duty of care, but also from the actions, inactions or negligence, gross negligence, breach of contract or breach of any statutory or other duty of care on the part of the Club, its directors, officers, employees, agents, members and persons who lead the Activities (hereinafter the "Activity Leaders").
2. I also acknowledge that property damage and physical injury may be compounded or increased by rescue operations or procedures of the Club, its directors, officers, employees, agents and members which may be negligent, grossly negligent, or in breach of contract or in breach of any statutory or other duty of care.
3. Further, there may be other risks not known to me or not reasonably foreseeable at this time associated with my participation in the Activities.
4. I also acknowledge that Club rules are solely for the purpose of regulating Club activities and that it remains my sole responsibility to act and govern myself in such manner as to be responsible for my own safety.

Waiver

1. I assume all the risks of engaging in the Activities, including determining whether I have the necessary skill level and equipment to participate in the Activities, and waive notice of all conditions, dangers or otherwise, in or about the Activities.
2. I hereby WAIVE any and all claims that I may now and in the future have against the Club, its directors, officers, employees, agents, members and Activity Leaders, for personal injury, death, property damage or loss, including economic loss, sustained by me wheresoever and howsoever caused, arising out of, or in connection with or related to my taking part in any Activities and notwithstanding that the same may have been contributed to or occasioned by any act or omission, including NEGLIGENCE, GROSS NEGLIGENCE, OR BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, on the part of the Club, its directors, officers, employees, agents, members and Activity Leaders.

Release

I hereby RELEASE and FOREVER DISCHARGE the Club, its directors, officers, employees, agents, members and Activity Leaders from any and all claims or liability for personal injury, death, property damage or loss, including economic loss, sustained by me wheresoever and howsoever caused, arising out of, or in connection with, or related to my taking part in any Activities and notwithstanding that the same may have been contributed to or occasioned by any act or omission, including NEGLIGENCE, GROSS NEGLIGENCE, OR BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, on the part of the Club, its directors, officers, employees, agents, members and Activity Leaders.

Indemnity

I hereby agree to HOLD HARMLESS and INDEMNIFY the Club, its directors, officers, employees, agents, members and Activity Leaders, from any and all liability, costs and expenses for any damage to property or personal injury to or loss sustained by any third party, arising, directly or indirectly, as a result of my intentional acts or omissions or my NEGLIGENCE, GROSS NEGLIGENCE, OR BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, arising out of, or in connection with, or related to my taking part in any Activities, whether or not foreseeable or contributed to by any NEGLIGENCE, GROSS NEGLIGENCE, OR BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, on the part of the Club, its directors, officers, employees, agents, members and Activity Leaders.

Waiver, Release & Indemnity Voluntary

I acknowledge, understand and agree that I have given up substantial rights by signing this document and sign it voluntarily.

Binding on Next-of-kin, Heirs, Executors, Administrators & Assigns

I acknowledge and agree that this Waiver, Release, Assumption of Risk and Indemnity also binds my next-of-kin, heirs, executors, administrators and assigns.

Entire Agreement, Severability and Governing Law

1. I acknowledge and agree that no oral representations or statements or inducements have been made to me that change, alter or modify the terms of this agreement and that this constitutes the entire agreement between myself and the Club.
2. If it is held that one or more of the provisions of this agreement are unenforceable, the remaining provisions shall remain in full force and effect.
3. This agreement shall be governed by, interpreted and applied in accordance with the laws of the Province of British Columbia, without regard to the conflicts or choice of law principles thereof, and shall be as broad and inclusive as permitted by such laws.
4. In the event that I act in any capacity for the Club, I appoint the Club as my agent for the purpose of obtaining an indemnity and release of liability from other members of the Club or persons participating in its activities.

I agree that I have read this agreement, agree with its terms, and confirm that I am at least nineteen (19) years of age and fully competent.

Date: _____

Signature of member/guest: _____

Name of member/guest (print clearly): _____

Signature of Parent or Guardian (if family member is under nineteen (19) years of age):

Signature of witness: _____

Name of witness (print clearly): _____