

**KELOWNA OUTRIGGER RACING CANOE CLUB
ASSOCIATION**

(THE "CLUB")

**RELEASE OF LIABILITY AND INDEMNITY AGREEMENT
BY SIGNING THIS RELEASE YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE**

*******PLEASE READ CAREFULLY.*******

TO: THE CLUB, ALL SPONSORS, JOINT VENTURERS, DIRECTORS, REPRESENTATIVES, VOLUNTEERS, OFFICIALS, AGENTS, AND OFFICERS OF THE CLUB (COLLECTIVELY CALLED THE "HOST"): I AM AWARE OF AND UNDERSTAND THAT THE SPORT OF PADDLING (THE "SPORT") HAS INHERENT DANGERS, HAZARDS, AND RISKS (COLLECTIVELY CALLED "RISKS"). THE FOLLOWING IS ONLY A PARTIAL LIST OF THESE RISKS: NEGLIGENCE OF THE HOST; WEATHER/WATER CONDITIONS; FAILURE OF EQUIPMENT COLLISION BETWEEN BOATS AND OTHER WATERCRAFT; NEGLIGENCE OF THE ESCORT BOAT/DRIVER; INJURIES FROM A "HULL"/BOAT CAPSIZING AND HYPOTHERMIA. I UNDERSTAND THAT INJURIES RESULTING FROM SUCH RISKS ARE A COMMON AND ORDINARY OCCURRENCE OF THE SPORT. I FREELY ACCEPT AND FULLY ASSUME ALL THE RISKS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING FROM BEING A PARTICIPANT IN AND/OR MEMBER OF THE CLUB. I HAVE READ AND UNDERSTAND THE RULES OF THE RACE OR PADDLING ACTIVITY INVOLVED IN THE SPORT AND THIS RELEASE, AND I AGREE TO ABIDE BY THEM. I ACKNOWLEDGE THAT IT IS MY SOLE RESPONSIBILITY TO ACT IN A RESPONSIBLE MANNER FOR MY OWN SAFETY AND PARTICIPATE IN A MANNER COMPATIBLE WITH MY ABILITIES. I, (TOGETHER WITH MY HEIRS, NEXT-OF-KIN, EXECUTORS, ADMINISTRATORS, AND ASSIGNEES, COLLECTIVELY CALLED "LEGAL REPRESENTATIVES") AGREE AS FOLLOWS: 1. TO WAIVE ANY AND ALL CLAIMS THAT I MAY HAVE AGAINST THE HOST, THE ELDORADO HOTEL, THE GREATER KELOWNA PARKS AND RECREATION DISTRICT, AND THE REGIONAL DISTRICT OF CENTRAL OKANAGAN. 2. TO RELEASE THE HOST FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, INJURY, OR EXPENSE THAT I OR MY LEGAL REPRESENTATIVES MAY SUFFER AS A RESULT OF MY PARTICIPATION IN THE SPORT DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE ON THE PART OF THE HOST. 3. TO HOLD HARMLESS AND INDEMNIFY THE HOST FROM ANY AND ALL LIABILITY FOR ANY PROPERTY DAMAGE OR PERSONAL INJURY TO ANY THIRD PARTY RESULTING FROM MY PARTICIPATION IN THE SPORT.

INITIAL: _____

I UNDERSTAND AND AGREE TO THE FOLLOWING TERMS WHEN USING

**THE CLUB'S OC 2'S OUTSIDE OF NORMAL CLUB USE:
I AM RESPONSIBLE FOR ALL DAMAGE AND/OR REPLACEMENT OF OC
2'S AND WILL COMPENSATE THE CLUB WITHIN THIRTY (30) DAYS OF
RECEIVING NOTICE FROM THE CLUB'S EXECUTIVE.**

**NORMAL CLUB USE IS DEFINED AS A CLUB MEMBER TAKING THE
BOAT(S) FROM THE COMPOUND AND THE PRACTICE SESSION ON
WATER AND RETURNING BOAT(S) TO COMPOUND.**

**I ALSO GIVE MY CONSENT TO THE SHARING OF MY CONTACT
INFORMATION WITH ALL CLUB MEMBERS.**

**THE AGREEMENTS AND TERMS OUTLINED IN THIS DOCUMENT WILL
CONTINUE IN EFFECT FROM YEAR TO YEAR UNLESS CHANGED BY THE
CLUB.**

DATE: _____ SIGNATURE: _____

WITNESS: _____

**(PRINT NAME:) _____
UNDER 18, GUARDIAN/PARENT SIGNATURE REQUIRED******

*****IF**