



VANCOUVER OCEAN SPORTS: PARTICIPANT RELEASE OF LIABILITY & INDEMNITY AGREEMENT

Warning, by signing this document you forfeit the right to sue for damages

Paddling outrigger canoes is a considerable test of an individual’s personal fitness, strength, coordination and endurance. Participation in this sport involves many risks, dangers and hazards, and poses a very real risk of injury to each and every participant and other non-participants nearing the activity. These risks cannot be eliminated, even with comprehensive planning and preparation. The risks, dangers and hazards include, but are not limited to, the following: weather and water conditions (including sudden and unexpected changes), equipment failure, drowning, hypothermia, collision with other objects, including rocks and other boats, and injury caused by other participants, which may include negligence, imprudence, lack of skill or errors of judgment on the part of the other participants (all collectively referred to as “Risks”).

To: Vancouver Ocean Sports (VOS), its directors, officers, members, agents, organizers, volunteers, representatives, sponsors, successors and assigns (all collectively referred to as “VOS”).

In consideration of being permitted to use VOS equipment and to participate in Vancouver Ocean Sports Canoe Club competitions:

1. I hereby agree to abide by the rules and regulations of VOS and any instructions given by VOS.
2. I hereby acknowledge that participation in the Race or Races involves the Risks, and I freely accept and assume all risk of personal injury, death, property damage or loss resulting from any cause, including, but not limited to, the Risks.
3. For myself, members of my family, my heirs, executors, administrators, next of kin, successors and assigns, I hereby:
 - a. Waive, release, and forever discharge any and all claims that I may now or in the future have against VOS, or any one or more of their heirs, executors, administrators, next of kin, successors or assigns (the “Releases”), including any and all claims for personal injury, death, property damage or loss sustained by me, due to any cause whatsoever, including cause by any of them arising out of my participation in the Race or Races, together with any costs, including lawyers’ fees that may be incurred as a result of any such claims, whether valid or not; and
 - b. Indemnify and hold harmless the Releases of each of them against any such claim that I or my guests or any one or more of my or their heirs, executors, administrators, next of kin, successors or assigns may have or assert against any costs, including lawyers’ fees with respect hereto.

I CONFIRM THAT I AM AT AN AGE OF LEGAL CONSENT, THAT I HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT BEFORE SIGNING IT AND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP CERTAIN LEGAL RIGHTS THAT I OR MY LEGAL REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES. I ACKNOWLEDGE THAT I HAVE BEEN GIVEN THE OPPORTUNITY TO CONSULT A LAWYER FOR INDEPENDENT LEGAL ADVICE.

NOTE: Junior participants (under 19 years of age on date of event) require written consent of parent or legal guardian capable of giving consent - NO EXCEPTIONS.

Dated: _____

Please check which type of boat you are using: SOLO _____ DOUBLE _____

Participant /#1 - Name (print/Signature)

Parent Guardian Signature if under 19

Participant / #2 - Name (print/Signature)

Parent Guardian Signature if under 19
