WAIVER FORM FOR THE PENTICTON DRAGON BOAT FESTIVAL (PDBF)

Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement, (the "Agreement")

BY SIGNING THIS AGREEMENT YOU WILL GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

PLEASE READ CAREFULLY Please provide all information and SIGN and INITIAL the Waiver at the BOTTOM of this sheet.

Re: Participation in the PDBF paddling programs, pursuant to the PDBF safety guidelines, rules and regulations, (collectively referred to as the "Rules").

Name:	Phone:	Gender:	Event: 2017 Season Training
Address:	City:	Prov.:	Program:
Postal Code:	DOB:	Fax.	Email Address:

(All personal information given by participants will only be used for administration and regular communication with respect to related programs & events with PDBF.)

To: PDBF, and their respective directors, officers, employees, contractors, representatives, officials, agents, and volunteers.

In this Agreement:

1. the term, “paddling programs” shall include but is not limited to: competitions, races, demonstrations, practices, events, boat rentals, orientation and instruction sessions, and other such activities, events and services in any way connected with or related to PDBF; and
2. the term, “Releasees” shall include the PDBF, affiliate centres and events, sponsors, official suppliers, officials, and all of their respective directors, officers, employees, volunteers, agents, representatives, successors and assigns.

- **ACKNOWLEDGEMENT – SAFETY**
  I am aware that the physical exertion required of paddling programs and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, symptoms or congenital defects. I HAVE ALSO READ AND UNDERSTAND THE SAFETY GUIDELINES, AND I AGREE TO ABIDE BY THOSE GUIDELINES. (Safety guidelines are posted at Centre)

- **ASSUMPTION OF RISKS**
  I am aware and understand that paddling programs and paddling sports have inherent dangers, hazards and risks including, but not limited to:

  - ACCIDENTS WHICH OCCUR WHILE LOADING AND UNLOADING EQUIPMENT
  - ABRUPT WEATHER CHANGES
  - COLLISION WITH MANMADE OR NATURAL OBJECTS OR OTHER PADDLERS OR BYSTANDERS
  - CONDITIONS OF WATER SURFACE AND VARIATIONS IN THE WATER CONDITIONS, SURFACES AND CURRENTS
  - EQUIPMENT FAILURE
  - IMPROPER USE OF EQUIPMENT
  - NEGLIGENCE OF OTHERS
  - OVERTURNING OR UPSETTING OF THE BOAT
  - FALLING FROM THE BOAT WHILE ON THE WATER
  - POOR SWIMMING ABILITY OF MYSELF OR OTHERS
  - FACILITY & SITE HAZARDS
  - NEGLIGENCE OF THE RELEASEES
  - SUSTAINED RIGOROUS PHYSICAL ACTIVITY
  - TRAVEL TO AND FROM SITE
  - DROWNING
  - IMMERSION IN COLD WATER
  - HYPOTHERMIA

  I understand that injuries resulting from the danger, hazards and risks of paddling programs and sports are a probable occurrence of such programs and sports. I am also aware that there is a risk of NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE DANGERS, HAZARDS AND RISKS OF PADDLING PROGRAMS AND SPORTS.

  I freely accept and fully assume all dangers, hazards and RISKS associated with participation in paddling programs and sports and the possibility of personal injury, death, property damage or loss resulting therefrom.

- **RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY**

  I acknowledge that it remains my sole responsibly to act in such a manner as to be responsible for my own safety and participate within my own limits. I understand that the Rules are solely for the purpose of regulating other paddling program participants and me.

  In consideration of the Releasees agreeing to my participation in paddling programs & events and permitting my use of their equipment and facilities, I hereby agree as follows:

Registrant Must Initial Here

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE RELEASEES AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer as a result of my participation in paddling programs due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, on the part of the Releasees;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage or personal injury to any third party resulting from my participation in paddling programs; and
3. 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.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of paddling programs & events other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD 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 RELEASEES.

Signature of Registrant	Date Signed	Witness Signature

Emergency Contact Name & Phone Number & Medical Notes:

Name of witness (printed)

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