

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

**PLEASE READ CAREFULLY**

**TO: Kootenay Robusters Society (KRS)**, and their directors, officers, members, agents, officials, organizers, volunteers and other representatives (hereinafter collectively referred to as **The Society**);

**IN CONSIDERATION** of the privilege of being permitted to use KRS equipment and facilities and to participate in paddling, training, coaching, racing and other **indoor and outdoor** activities of KRS (collectively the **ACTIVITIES**):

1. I acknowledge that the **Activities** involve risks, dangers and hazards inherent **to** outdoor water sports **including (but not limited to) dragon boat paddling, kayaking, canoeing and outrigger paddling as well as indoor and outdoor strength, flexibility and aerobic activities including (but not limited to) weight training, hiking, skiing and snowshoeing (the Inherent Risks)**, and further acknowledge that in addition to the inherent risks, the **Activities** involve certain additional risks, dangers and hazards, some of which may include (but are not limited to): physical exertion for which I may not be prepared; weather extremes, including sudden and unexpected changes; dangerous water conditions, including cold water and movement, waves, currents, rapids and white water; collision with natural and man-made objects, including rocks and other boats; and equipment malfunctions or failure (collectively known as the **Additional Risks**).
2. I acknowledge that the enjoyment and excitement of my participation in the activities is derived, in part from the **Inherent Risks**, and the **Additional Risks** and I agree to freely accept and fully assume all risks of personal injury, death, property damage or loss, resulting from any cause whatsoever, including but not limited to, the **Inherent Risks** and the **Additional Risks**, and active or passive negligence, imprudence, lack of skill, error of judgment, breach of contract or breach of statutory duty of care on the part of **The Society**. For greater certainty and without limiting the foregoing, I acknowledge that I use the equipment and facilities of the **KRS** with notice of the nature, condition and state thereof, and entirely at my own risk, and acknowledge that I am solely responsible for the safety of my person and property and that **The Society** assumes no responsibility whatsoever for the safety of my person or property in connection with the **Activities**.
3. I waive any and all claims I may now and in the future have against, and release and forever discharge from liability, and agree not to sue **The Society** for any personal injury, death, property damage or loss sustained by me as a result of my participation in the **Activities** due to any cause whatsoever, including without limitation, active or passive negligence, imprudence, lack of skill, error of judgment, breach of contract or breach of statutory duty of care on the part of **The Society**.
4. I agree to save harmless and indemnify **The Society** from and against any and all liability for any personal injury, death, property damage or loss to any third party, resulting from my participation in the **Activities** or in the operation of the **KRS**.
5. I agree that I am responsible for all costs of rescue or medical attention rendered to me or for my benefit, arising from the **Activities** and I agree to indemnify **The Society** from any and all liability in respect of any and all such costs.
6. If any equipment or facility is damaged or lost, I agree that I may be held responsible for some or all of the insurance deductible payable. If insurance does not cover the damage or loss, then I agree that I may be held responsible for the cost of repairing the damage or replacing the lost equipment.
7. I acknowledge that in signing this Waiver and Release, I am not relying on any oral, written or visual representations or statements made by **The Society**.
8. I agree that this Waiver and Release shall in all respects be governed by and interpreted in accordance with the laws of the Province of British Columbia.
9. I confirm that I have read and understood this Waiver and Release prior to signing it and agree that this instrument will be binding upon my heirs, next of kin, executors, administrators, successors, and assigns.

**I confirm that I am of the full age of 19 years, and I have read this Waiver and Release, understood its contents and accept its terms.**

\_\_\_\_\_  
Signature of Member

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**If above signed member is not of the full age of 19 years, Approval of Parent or Legal Guardian is required:**

I have read the above waiver of Claims and release of liability that has been signed by:

\_\_\_\_\_ (please print name of minor) and as a parent or other legal guardian of said minor, I agree to said minor's signing of the above Waiver and Release and approve of said minor's participation in the Activities as described above.

\_\_\_\_\_  
Signature of Parent of Guardian

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date