



This **AGREEMENT** must be submitted to Gorge Narrows Rowing & Paddling Club (GNRPC) prior to participation in its rowing program.

Program: \_\_\_\_\_

Name (the "Participant")	Date of Birth
Address:	Email address (participant)
Emergency Contact name	Emergency contact phone number

*(All personal information given by the Participants will only be collected, used and disclosed for administration and regular communication with respect to related rowing programs & events with GNRPC)*

**DISCLOSURE OF RISKS:**

Participants in the Program must be physically agile and alert. Rowing has inherent dangers, hazards and risks, including, but not limited to:

- Death from drowning or being exposed to hypothermia by falling into water;
- Risks and changes in conditions of water surface and variations in the water conditions, surfaces and currents.
- Overturning or upsetting of the boat;
- Poor swimming ability of the Participant or others;
- Falling while moving about on slippery decks and ramps;
- Accidents which occur while loading and unloading equipment,
- Accidents from equipment failure and improper use of equipment.
- Collisions with manmade or natural objects, motorized vessels or other paddlers or bystanders.
- Facility & site hazards;
- Contracting COVID-19 or any other contagious disease;
- Negligence of others, including Gorge Narrows Rowing & Paddling Club and St. Michaels University School Society.

**TO: GORGE NARROWS ROWING & PADDLING CLUB, ST. MICHAELS UNIVERSITY SCHOOL SOCIETY** and their directors, officers, members, employees, volunteers, agents, independent contractors, subcontractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as the "**Releasees**").

**IN CONSIDERATION OF** Gorge Narrows Rowing & Paddling Club & St. Michaels University School Society permitting the Participant to participate in the Program and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Participant voluntarily and knowingly signs this Disclosure of Risks, Assumption of Risks, Release of Liability, Waiver of Claims and Indemnity Agreement (the "**Agreement**").

**Definitions: "Program"** means the rowing program detailed above and shall include but is not limited to those activities as set out under the heading Disclosure of Risks which has been provided to and initialed in acknowledgement by the Participant.

**ASSUMPTION OF RISKS**

1. The Participant acknowledges that the Participant is voluntarily participating in the Program. The Participant understands that there are risks associated with participating in the Program which could result in injury, damage or loss to the Participant's own (or other's) property, body, or life.

2. The Participant understands that risks are inherent in the very nature of the Program and simply cannot be eliminated without jeopardizing the essential qualities of the Program. The Participant is aware that the risks may include, but are not limited to, those risks listed under the heading of Disclosure of Risks (which we have read, understand and accept).
3. The Participant understands that although Gorge Narrows Rowing & Paddling Club and St. Michael's University Society strive to provide a safe environment during the Program, risks may result from human error and negligence on the part of persons involved in preparing, organizing and leading any Program.
4. The Participant understands that the Participant has a personal responsibility to learn and follow rules and procedures established by the Releasees and to make them aware at any point in which the Participant question his/her own knowledge of those procedures or his/her ability to participate in any of the Program.
5. That the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19; however, the Organization cannot guarantee that the Participant will not become infected with COVID-19. Further, participating in the Activities could increase the Participant's risk of contracting COVID-19. The Participant may be exposed to, or infected by, COVID-19 and such exposure may result in personal injury, illness, permanent disability, or death; and
6. The Participant voluntarily **accepts and fully assumes** all risks, dangers and the possibility of personal injury, death, property damage or loss resulting from participating in the Program.

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

7. The Participant hereby agrees as follows:
  - a. To waive any and all claims that the Participant may have or may in the future have against the Releasees and to release the Releasees from any and all liability for loss, damage, expense or injury including death that the Participant may suffer, or our next of kin may suffer, resulting from participation in the Program, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory duty or other duty of care on the part of the Releasees;
  - b. To indemnify and hold harmless the Releasees from and against all claims, demands, actions and suits and all liabilities, losses, damages, costs, charges and other expenses of every nature and kind, for any damage to property of or personal injury to any third party, resulting from participation or the Participants presence in the Program; and
  - c. To hold harmless and indemnify the Releasees from any and all emergency expenses related to first aid or medical treatment and/or evacuation in the event of any accident, injury or illness. I acknowledge that all expenses associated with emergency evacuation, rescue or first aid will be our responsibility and will not be covered by the Releasees.
  - d. To FOREVER RELEASE AND INDEMNIFY the Releasees from any action related to my becoming exposed to or infected by COVID-19 as a result of, or from, any action, omission or negligence of myself or others, including but not limited to the Releasees.

**GENERAL**

8. The Participant hereby agrees as follows:
  - a. This Agreement shall be effective and binding on my heirs, next of kin, executors, administrators and representatives in the event of my death or incapacity;
  - b. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by the laws of the Province of British Columbia and shall be within the exclusive jurisdiction of the Province of British Columbia; and
  - c. In signing this Agreement, the Participant is not relying upon any oral or written representation or statements made by the Releasees with respect to the safety of the Program other than what is set forth in this Agreement.

**PARTICIPANT:** \_\_\_\_\_

Print Name

\_\_\_\_\_

Date: \_\_\_\_\_

Participant Signature

Date: \_\_\_\_\_

\_\_\_\_\_

Witness signature