

ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY

For Participants **Over the Age of Majority** in the Province of British Columbia in which the rowing activities are provided by the Host

WARNING, THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS, READ IT CAREFULLY

Every Person Must Read and Understand this Waiver Before Participating in Rowing Activities

The following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement are entered into by me (the Participant) with and for the benefit of: **Burnaby Lake Rowing Club and the City of Burnaby, their directors, officers, employees, volunteers, business operators, agents and site property owners or lessees (collectively the "Host")**. Without limiting the generality of the foregoing, "Rowing Activities" includes but is not limited to rowing, training, coaching, watching, and activities at the Burnaby lake Rowing venue provided by the "Host" to the Participant.

Initial Each Item below after Reading and Understanding each item:

____ 1. I am aware that there are inherent dangers, hazards and risks (collectively "Risks") associated with "Rowing Activities" and injuries resulting from these "Risks" are a common occurrence. I am aware that the "Risks" of "Rowing Activities" mean those dangerous conditions which are an integral part of "Rowing Activities", including but not limited to:

- a. The propensity of any rower to behave in ways that may result in injury, harm or death to persons on or around them and to potentially collide with other rowers, coach boats or pylons, including the starting platform;
- b. The unpredictability of a rower's reaction to such things as wind, capsizing, water fowl, or floating debris or other water surface objects;
- c. The potential for other participants to behave in a negligent manner that may contribute to injury to themselves or others, including failing to act within their abilities to maintain control of their rowing shell or not carrying the prescribed safety equipment;
- d. Accidents related to use of motorized boats at the Burnaby Lake Rowing venue ;
- e. Accidents related to carrying, launching, transporting or removing boats to and from the venue;
- f. Accidents related to wet surfaces that are common around the venue including but not limited to, injuries from slips and falls on the docks, ramps, showers and dressing rooms;
- g. The unpredictability of spectators who may be unfamiliar with rowing venues and protocols

____ 2. I freely accept and fully assume all responsibility for all "Risks" and possibilities of personal injury, death, property damage or loss resulting from my participation in "Rowing Activities".

____ 3. I agree that although the "Host" has taken steps to reduce the "Risks" and increase the safety of the "Rowing Activities", it is not possible for the "Host" to make the "Rowing Activities" completely safe. I accept these "Risks" and agree to the terms of this waiver even if the "Host" is found to be negligent or in breach of any duty of care or any obligation to me in my participation in "Rowing Activities".

____ 4. In addition to consideration given to the "Host" for my participation in "Rowing Activities, I and my heirs, next of kin, executors, administrators and assigns (collectively my "Legal Representatives") agree:

- a. To waive all claims that I have or may have in the future against the "Host",

- b. To release and forever discharge the "Host" from all liability for any personal injury, death, property damage, or loss resulting from my participation in the "Rowing Activity" due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error in judgment of the "Host"; and
- c. To be liable for and to hold harmless and indemnify the "Host" from all actions, proceedings, claims, damages, costs, demands, including court costs and costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arise out of or in any way connected with my participation in "Rowing Activities".

____ 5. I agree that this waiver and all terms contained herein are governed exclusively and in all respects by the laws of the Province of British Columbia in which the "Rowing Activities" are provided by the "Host". I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia and I agree that no other court can exercise jurisdiction over the terms and claims referred to herein. Any litigation to enforce this waiver will be instituted in the Province of British Columbia in which the "Rowing Activities" are provided by the "Host".

____ 6. I confirm that I have had sufficient time to read and understand this waiver in its entirety. I understand that this agreement represents the entire agreement between me and the "Host", and it is binding on me and my "legal Representatives".

____ 7. I confirm that I have reached the age of majority in the Province in which I am participating in "Rowing Activities".

PLEASE PRINT CLEARLY

Participant Name: _____ Date of Birth: _____

Address: _____ City: _____ Prov/State: _____ PC: _____

____ Signed this ____ day of _____, 20__

(Signature of Participant)

(Print Name of "Host" Witness to Signing and Initialing)

____ Signed this ____ day of _____, 20__

(Signature of "Host" Witness)