

# 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 events, pursuant to the PDBF safety guidelines, rules and regulations, (collectively referred to as the "Rules").

Name:	Phone:	Gender:	Team:
Address:	City:	Prov.:	Event:
Postal Code:	DOB:	Fax:	Email Address:

(All personal information provided 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:**

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

- 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;
- 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
- 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.

**PHOTO CONSENT:** I hereby authorize any images or video footage taken of myself, in whole or part, individually or in conjunction with other images and video footage, to be displayed on the PDBF website, social media and other official channels, and to be used for media purposes including promotional presentations and marketing campaigns.

**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) \_\_\_\_\_