

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS AGREEMENT
(the "Release Agreement")

Initial

PLEASE READ CAREFULLY:
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

In this Release Agreement:

- a) "RELEASEES" means Ocean River Paddling Club Society, its directors, administrators, agents, officers, members, volunteers, employees, coaches, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Paddling Activities takes place;
- b) "Paddling Activities" includes paddling and racing outrigger canoes, stand-up paddleboards and other paddlesport vessels, and includes volunteering, coaching and officiating for practices and related events.

ASSUMPTION OF RISKS

I am aware that participating in Paddling Activities involves many risks, dangers and hazards (the "Risks"), and that Paddling Activities can be physically strenuous and require physical fitness and good health.

I am further aware that the Risks inherent in Paddling Activities, some of which are beyond the control of the RELEASEES, may include but are not limited to: physical exertion for which I may be unprepared; weather extremes subject to sudden and unexpected changes; dangerous waters including rapids, whitewater and coldwater; equipment failure; improper use of equipment; failure to remain in designated areas; impact or collision with obstacles, other participants or other vessels; negligence of other participants or vessel operators; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN PADDLING ACTIVITIES.**

I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES agreeing to my participation in Paddling Activities and permitting my use of their equipment, parking and other facilities, on my own behalf, and on behalf of my heirs, next of kin, executors, administrators, and representatives, **I HEREBY AGREE AS FOLLOWS:**

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 my next of kin may suffer as a result of my participation in Paddling Activities, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, RSBC 1996, c. 337, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE PADDLING ACTIVITIES REFERRED TO ABOVE.**

2. IF, despite this Release Agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, **I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES** from any litigation expenses, attorney fees, loss, liability, damage or cost which any may incur as a result of such claim.

I have read the Release Agreement above, fully understand its terms, and agree to be bound by them. I understand that I have given up substantial rights by signing it, and sign freely, voluntarily, and without inducement.

Dated: _____ Participant/Lessor Name (print): _____

Signature of Participant (or Parent / Guardian if Participant/Lessor is under 19 years)

**OCEAN RIVER PADDLING CLUB SOCIETY
VICTORIA YOUTH PADDLING CLUB SOCIETY**

SHARED CODE OF CONDUCT

As a person who is attending or using the equipment, related items, docks and facilities, hereinafter referred to as "ORPC property" of Ocean River Paddling Club Society ("ORPC") and/or who is attending or using the equipment, related items, docks and facilities, hereinafter referred to as "VYPC property" of Victoria Youth Paddling Club Society ("VYPC"), I understand and agree to abide by the following responsibilities. I will:

- a) respect the rights, dignity, and worth of all participants and officials regardless of their ability, gender or cultural background;
 - b) not knowingly discriminate against, abuse, harass, ridicule, or threaten violence/ against anyone covered by this Code of Conduct;
 - c) be fair, considerate, and honest in all dealings with others;
 - d) treat all persons with respect, dignity, and proper regard for their rights and obligations; respect the privacy of other persons;
 - e) act at all times in a fair and sporting manner and in such a way as to ensure good relations within and between members, crews, and other organizations;
 - f) treat all ORPC property and/or VYPC property with appropriate care, respect the Victoria Harbor and Gorge Waterway and the other user groups who live along or access the water, do not participate in any illegal activities while using/attending ORPC property and/or VYPC property, participating in ORPC activities and/or VYPC activities, or in any way acting as an ORPC and/or a VYPC representative
- I also agree to comply with all safety rules and procedures as they are presented to me or posted.
 - I also agree to use common sense when using or attending the ORPC property and/or VYPC property.
 - I understand that an authorized representative(s) or agent(s) of either ORPC or VYPC, depending on whether you are on or using ORPC property or VYPC property, has/have authority to revoke my attending or using ORPC property or VYPC property or participating in Ocean River Paddling Club or Victoria Youth Paddling Club activities at any time if, in the judgment of the representative(s) or agent(s), my actions or general behavior are determined to be unacceptable. Misconduct will justify a verbal warning, a written warning, and then a written letter of suspension from all club activities and my ability to attend or use the ORPC property. In the event that I am suspended from all club activities of either or both clubs or denied access to ORPC property and/or VYPC property, I understand the ORPC's and VYPC's Board of Directors may seek to terminate my membership in Ocean River Paddling Club Society or in Victoria Youth Paddling Club Society by calling a Special General Meeting as provided for in the Bylaws of the Ocean River Paddling Club Society and/or the Bylaws of the Victoria Youth Paddling Club Society. In the case of a differing bylaw the bylaws of the club that is directly affected will be adhered to.

Dated: _____ Name (Printed) _____ Signature _____