



Osoyoos Lake Paddling Club Registration / Release of Liability

PARTICIPANT INFORMATION

Participant Name: _____

Email: _____ Phone: _____

Emergency Contact: _____ Phone: _____

TO: Osoyoos Lake Paddling Club (hereinafter referred to as the "OPERATOR")

In this agreement:

1. the term "paddling activities" shall include all activities, events or services provided, arranged, organized, sponsored, or authorized by the Operator including, but not limited to: regattas, competitions, races, demonstrations, practices, paddling orientation and instruction sessions, and other such activities, events and services in any way connected with the above events, and:
2. the term "Operator" shall include all event sponsors, official sponsors, official suppliers, and all their respective directors, officers, employees, volunteers, agents, representatives, successors, and assigns.

SAFETY ACKNOWLEDGEMENT

I acknowledge that I have been advised that all participants must wear a life jacket while participating in paddling activities. Instruction as to the proper use of the life jacket is available from the Operator.

ASSUMPTION OF RISKS

I am aware that the physical exertion required of paddling activities and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, symptoms, or congenital defects. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with paddling activities.

I am aware that there may be physical exertion for which I am not prepared.

I am aware that normal medical services may be remote from the location of the activity and that there may be evacuation challenges if I am away from the dock or shoreline.

I am aware that dragon boat, kayak, outrigger, canoe and other paddling activities involve many risks, dangers and hazards including, but not limited to: accidents which occur while loading and unloading equipment; overturning or upsetting of the boat; falling from the boat while on the water; collision with rocks, trees, logs, dead fall, other vessels, and other boating equipment; collision with other participants; equipment failure; variations in the water conditions, surfaces and currents; changing weather conditions; high winds; drowning; loss of control; entrapment; immersion in cold water; hypothermia; exposure to temperature extremes; and negligence of other participants.

I am aware that communication in the terrain used for paddling activities may be difficult and in the event of an accident, rescue and medical treatment may not be readily available.

ASSUMPTION OF RISKS In consideration of my participation in paddling activities, I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH DRAGON BOAT, KAYAK, CANOE AND OTHER PADDLING ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Operator agreeing to my participation in paddling activities, and permitting my use of their equipment and facilities, I hereby agree as follows: 1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE OPERATOR AND TO RELEASE THE OPERATOR 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 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, R.S.B.C. 1996, c. 337, ON THE PART OF THE OPERATOR, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE OPERATOR TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PADDLING ACTIVITIES REFERRED TO ABOVE; 2. TO HOLD HARMLESS AND INDEMNIFY THE OPERATOR from any and all liability for any property damage or personal injury to any third party resulting from my participation in paddling activities; 3. To familiarize myself with all rules, regulations and protocol pertaining to the use of all Operator equipment and assets; 4. 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; 5. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia, depending upon location of activity 6. Any litigation involving the parties to this Agreement shall be brought within the Province of British Columbia.

AS WELL:

MEDIA CONSENT

In consideration for my participation in any and all paddling activities offered by the Operator, I grant its representatives, employees, professional photographers, and the media the right and permission to publish, copyright and use photographs of myself and my property, with or without my name, and to reproduce the photographs through any medium for illustration, art, promotion, advertising, trade, web content or other purpose.

I also hereby agree to allow the operator to share my participant information with, and only with, current paddling club members.

In entering into this Agreement, I am not relying on any oral or written representations or statements made by the Operator with respect to the safety of paddling activities other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING

Signed this _____ day of _____

Participant Signature: _____

Witness Signature: _____

Witness Name: _____

THIS AGREEMENT MUST BE COMPLETED IN FULL, SIGNED, INITIALLED, DATED AND WITNESSED PRIOR TO PARTICIPATING IN PADDLING ACTIVITIES.

FEES

- OLPC Annual Membership fee is **\$150** and is due by May 22, 2023. Pro-rated refunds will be given until June 30, 2023
- OLPC new membership fee is **\$25.00** and is mandatory one-time fee **only** for all new members for liability insurance coverage.