



## WAIVER FORM FOR THE INLET ROWING CLUB (IRC)

Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement, (the "Agreement")

For: IRC, and their respective directors, officers, employees, contractors, representatives, officials, agents, and volunteers

Re: Participation in the IRC programs, pursuant to the IRC safety guidelines, rules and regulations, (collectively referred to as the "Rules")

**PLEASE READ CAREFULLY: BY SIGNING THIS AGREEMENT YOU WILL GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

Please provide all information, and SIGN and INITIAL the Waiver on the OTHER SIDE of this sheet.

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

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

Birth date (MM/DD/YR): \_\_\_\_\_

Gender:                    \_\_\_ Male \_\_\_ Female

I am able to swim:     \_\_\_ Yes \_\_\_ No

I have the following medical conditions, which my rowing coach ought to be aware of:

Please note that all personal information given by participants will only be used for administration and regular communication with respect to related programs & events with IRC, per the IRC Personal Information Protection Privacy Policy.

Please check (✓) here if you prefer not to have your name added to the IRC general contact list, and being contacted regarding future events and programs.

### **In this Agreement:**

1. The term, "rowing and sculling 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 the IRC; and
2. The term, "Releasees" shall include the IRC, the Old Mill Boathouse, the City of Port Moody, affiliated rowing clubs, 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 rowing and sculling 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 in The Old Mill Boathouse Shell Bay)

**ASSUMPTION OF RISKS**

I am aware and understand that rowing and sculling programs and rowing and sculling sports have inherent dangers, hazards and risks including, but not limited to:

- Accidents which occur while loading and unloading equipment
- Equipment failure
- Improper use of equipment
- Facility and site hazards
- Abrupt weather changes
- Negligence of others
- Negligence of the Releasees
- Collision of man-made or natural objects or other rowers or bystanders
- Conditions of water surface and variations in the water conditions, surfaces and currents
- Overturning or upsetting of the boat
- Falling from the boat while on the water
- Poor swimming ability of myself or other
- Sustained rigorous physical activity
- Travel to and from the rowing site
- Drowning
- Immersion in cold water
- Hypothermia

I understand that injuries resulting from the danger, hazards and risks of rowing and sculling 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 ROWING AND SCULLING PROGRAMS AND SPORTS.**

I freely accept and fully assume all dangers, hazards and RISKS associated with participation in rowing and sculling 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 rowing and/or sculling program participants and me.

In consideration of the Releasees agreeing to my participation in rowing and/or sculling programs & events and permitting my use of their equipment and facilities, I hereby agree as follows:

Registrant  
Must Initial  
Here

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 that my next of kin may suffer as a result of my participation in rowing and/or sculling 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;
2. 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 rowing and/or sculling programs; and
3. 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 sculling programs & events other than what is set forth in this Agreement.

**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

\_\_\_\_\_  
Name of witness (printed)