

Pemberton Canoe Assn.
Release of Liability and Waiver of Claims
and Membership Agreement

This **Waiver and Release of Liability** is for all Pemberton Canoe Association (PCA) members and its respective directors, officers, agents, officials, organizers, volunteers, and other representatives (all collectively referred to as “the association”) in consideration of the rights and privileges in the PCA, being permitted to use the PCA equipment and facilities, and to participate in the paddling, training, coaching, racing, and other activities of the PCA (collectively “the activities”).

1. I acknowledge that the activities involve risks, dangers and hazards inherent in canoeing, kayaking, and associated outdoor water sports (the inherent risks). And further acknowledge that in addition to the inherent risks, the activities involve certain additional risks, dangers and hazards, some of which may include, but not limited to: **a)** physical exertion for which I may not be prepared; **b)** weather extremes including sudden and unexpected changes; **c)** dangerous water conditions including cold water and movement, waves, currents, rapids and whitewater; **d)** collision with natural and man-made objects, including rocks and other boats; **e)** equipment malfunction or failure; **f)** and dangers associated with motor vehicle travel to and from any location at which such activities and use of equipment may occur (collectively the additional risks).
2. I acknowledge that the enjoyment and excitement of my participation in the activities is derived, in part from the inherent risks and the additional risks, and I agree to freely accept and fully assume all risks of personal injury, death, property damage or loss, resulting from any cause whatsoever, including but not limited to, the inherent risks and the additional risks, and active or passive negligence, imprudence, lack of skill, error of judgment, breach of contract or breach of statutory duty of care on the part of the Association. For greater certainty and without limiting the foregoing, I acknowledge that I use the equipment and facilities of the pca with notice of the nature, condition and state thereof, and entirely at my own risk, and acknowledge that I am responsible for my own safety. The Association assumes no responsibility whatsoever for the safety of my person or property.
3. I waive any and all claims I may now and in the future have against, and release and forever discharge from liability, and I agree not to sue the Association for any personal injury, death, property damage or loss sustained by me as a result of my participation in the activities due to any cause whatsoever including, without limitation, negligence on the part of the Association.
4. I agree to save harmless and indemnify the Association from and against any and all liability for any personal injury, death, property damage or loss to any third party, resulting from my participation in the activities or in the operation of the pca.
5. I agree that I am responsible for all costs of rescue or medical attention rendered to me or for my benefit, arising from the activities and I agree to indemnify the Association from any and all liability in respect of any and all such costs.
6. If any equipment or facility is damaged or lost, I agree that I may be held responsible for some or all of the insurance deductible payable. If insurance does not cover the damage or loss, then I agree that I may be held responsible for the cost of repairing the damage or replacing the lost equipment.
7. I acknowledge that in signing this **Waiver and Release of Liability**, I am not relying on any oral, written or visual representations or statements made by the Association.
8. I acknowledge that payment of annual club membership fees does not in any way absolve me from the terms represented in this waiver.
9. I agree that this **Waiver and Release of Liability** shall in all respect be governed by and interpreted in accordance with the laws of the Province of British Columbia.
10. I confirm that I have read and understood this **Waiver and Release of Liability** prior to signing it and agree that this instrument will be binding upon my heirs, next of kin, executors, administrators, successors and assigns.

I confirm that I have also read the **PCA Information and Rules Form**, understood the contents, and accept all the terms in full upon signing.

signature of member

printed name

date

If the above signed member is not 19 years of age, approval of a parent or legal guardian is required.

I have read the above **Waiver and Release of Liability**, and the **PCA Information and Rules Form** that have been signed. As a parent or other legal guardian of said minor, I agree to said minor’s signing of the above waiver and release, and approve of said minor’s participation in the activities as described above.

signature of guardian

printed name

date