

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT. BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY!

**DEFINITION**

In this agreement, the term "Paddle Sport Activities" shall include all activities in anyway related to performance paddling in Dragon Boating, Outrigger, Kayaking and Canoeing, including, but not limited to, orientation and instruction sessions; transportation or travel to and from a paddling location, loading and unloading of vehicles and boats; all activities while on the water and recreational activities in addition to paddling activities offered by or associated with **WATER'S EDGE SPORT PERFORMANCE**.

**ASSUMPTION OF RISK**

I am aware that Paddle Sport Activities involve many risks, dangers, and hazards including, but not limited to: accidents which occur during transportation or travel to and from the paddling location; the overturning or upsetting of boats; impact or collision with other paddle boats, power boats and other vessels and; negligence of other boaters, and NEGLIGENCE ON THE PART OF **WATER'S EDGE SPORT PERFORMANCE** INCLUDING THE FAILURE BY **WATER'S EDGE SPORT PERFORMANCE** TO SAFEGUARD AND PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF PADDLE SPORT ACTIVITIES.

I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH PADDLE SPORT ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR LOSS RESULTING THEREFROM.

I am aware that the physical exertion required of paddle sport activities and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, symptoms or congenital defects. I understand that if I know or suspect that my physical condition may be incompatible with paddle sport activities that I should seek medical advice before undertaking the paddle sport activity.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, & INDEMNITY AGREEMENT**

In consideration **WATER'S EDGE SPORT PERFORMANCE** agreeing to my participation in the paddle sport activity and permitting my use of its equipment, vehicles, parking, and other paddle sport facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against **WATER'S EDGE SPORT PERFORMANCE**, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INSTRUCTORS, INDEPENDENT CONTRACTORS, SUBCONTRACTORS, AND REPRESENTATIVES (all of whom are hereinafter referred to as 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 Paddle Sport Activities, 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 AND FURTHER INCLUDING FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF THE PADDLE SPORT ACTIVITIES REFERRED TO ABOVE.

2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage or personal injury to any third party resulting from my participation in Paddle Sport Activities;

3. That this Agreement shall be effecting and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death.

4. That this Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and any litigation involving the parties to this Agreement shall be brought within the Province of British Columbia.

5. 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 Paddle Sport Activities, other than what is set forth in this Agreement.

I have read and understood this Agreement prior to signing it. 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 assigns may have against the Realeasees.

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| <b>THIS AGREEMENT MUST BE COMPLETED IN FULL, SIGNED, INITIALLED, DATED AND WITNESSED PRIOR TO PARTICIPATING IN DRAGON BOAT ACTIVITIES</b> |                                 |
| Participant Name:   | Parent or Guardian Signature:   |
| Participant Signature:  | Emergency Contact Person:       |
| Signed this _____ day of _____ 20__   | Emergency Contact Phone Number: |