

Comox Paddlers Club

Non-Member Release Form

Comox Paddlers Club Box 10045 Comox, B.C. V9M 3S5

Disclosure of Responsibilities, Release of Liability, Assumption of Risk and Indemnity Form

Note: By signing this document you waive certain legal rights, including the right to sue. This document may be used against you in a court of law. **Please read carefully before signing.

The Comox Paddlers Club is a group of people who share an interest in outdoor recreation and related activities. The group coordinates trips, activities, and social events for its members but does not provide professional services such as training or guiding.

Responsibilities The coordinator of the activity or trip is a volunteer who may or may not be an instructor, guide, or first aid attendant. The function of the coordinator is limited to coordinate the activity or trip. It is the responsibility of each member involved in a Comox Paddlers Club activity or trip to ensure that he/she has the necessary skills, experiences, fitness, health, and equipment for the requirements of the trip or activity. Each person is responsible for his/her safety, for having suitable first aid and safety supplies, and for confirming that his/her clothing and equipment are suitable for the trip or activity and in good working condition.

Risks Outdoor recreational activities and trips (hereinafter referred to as activities) are potentially dangerous and can result in property damage or loss, injury and death. Risks and hazards include but are not limited to the effects of tides and currents, sudden and unpredictable changes in weather and water conditions, immersion in cold water, hypothermia, hazards of travel, forces of nature, acts of God, attacks by animals, falling, accident or illness occurring in remote areas, negligent or inadequate rescue operations, and the action, inaction or negligence of the Comox Paddlers Club, its directors, officers, members, volunteers, associates, agents and/or representatives (hereinafter referred to as CPC). There may be other not known or reasonably unforeseeable risks and/or hazards associated with participation in CPC activities.

Assumption of All Risks, Release of Liability, and Indemnity I recognize and accept that CPC activities involve risks, hazards and dangers which are inherent in outdoor recreation.

I hereby freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, and property damage or loss resulting therefrom.

In consideration of permitting me to participate in CPC activities and for other good and valuable consideration, **I hereby agree as follows:**

- 1. That **I am responsible for my own safety and ensuring that I have the appropriate skills, experience, and equipment necessary** to participate in CPC activities;

2. That I acknowledge and understand that **CPC activity coordinators are volunteers and may or may not in any way be trained, certified, or prequalified by CPC or any other organization or group** so far as their skills and abilities related to the activities concerned;

3. **TO WAIVE ANY AND ALL CLAIMS** that I may have **against CPC** (hereinafter referred to as the Releasee(s));

4. **TO RELEASE THE RELEASEE(S) from any and all liability** for any loss, damage, injury, or expense that I may suffer or my next-of-kin may suffer as a result of my participation due to any cause whatsoever, **INCLUDING NEGLIGENCE OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEE(S);**

5. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEE(S) from any and all liability** for any property damage or loss or personal injury to any third party, resulting from my participation in this activity;

6. That **this Release of Liability shall be effective and binding upon my heirs, next-of-kin, executors, administrators, assigns and anyone else who may claim on my behalf** in the event of my death or incapacity;

7. To permit video and photographic records of my participation in this activity to be taken;

8. That in entering this agreement, I am not relying on any oral or written representations or statements made by the Releasee(s) other than those set forth in this agreement;

9. That if it is held by a court of law that one or more of the provisions of this agreement are unenforceable, the remaining provisions shall remain in full force and effect.

10. That this release and any actions, suits or claims will be governed by and interpreted in accordance with the laws of the Province of British Columbia; and

11. That I have accepted responsibility to verify that I do not have any physical or psychological problems which would impair my ability to participate in the activity or would create undue risk to myself or others who may depend upon me during the activity.

I hereby acknowledge that I have read and understand this and the previous two pages of this document.

Name: (print) _____ Date: _____

Signature: _____

(Note: Must be 19 years of age or older to participate)

Witness Name(print) _____

Witness Signature: _____

NB. Initial page 1 on the bottom right corner