



False Creek Racing Canoe Club
1318 Cartwright Street, (Granville Island)
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2023 PNW-ORCA WINTER SERIES RACE #6

ADULT RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

BY SIGNING THIS RELEASE YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

*****PLEASE READ CAREFULLY*****

To: **FALSE CREEK CANOE SOCIETY** (also known as **FALSE CREEK RACING CANOE CLUB**) ("**FCRCC**"), **CANADIAN OUTRIGGER RACING ASSOCIATION, PACIFIC NORTHWEST OUTRIGGER RACING CANOE ASSOCIATION, HIS MAJESTY THE KING, VANCOUVER FRASER PORT AUTHORITY, CITY OF VANCOUVER AND ITS BOARD OF PARKS & RECREATION & AFFILIATED COMMUNITY CENTRE ASSOCIATIONS & SOCIETIES AND THE VANCOUVER POLICE BOARD AND THEIR OFFICIALS, OFFICERS, EMPLOYEES, SERVANTS & AGENTS**, and all **EVENT SPONSORS** (collectively, the "**Hosts**")

WHEREAS FCRCC is organizing and managing the **PNW-ORCA WINTER SERIES RACE #6** to be held at Burrard Bridge Civic Marina, Vanier Park and on the waters of English Bay, Vancouver, B.C. on **Saturday, March 25, 2023** and associated land activities including, without limitation, solo and tandem outrigger canoe (OC-1, OC-2), kayak, surf ski, stand-up paddleboard and other similar canoe races and demonstrations, and the loading, moving and storing of canoes (collectively, the "**Event**"), and each of the undersigned desires to participate in the Event;

IN CONSIDERATION of FCRCC accepting race fees from the undersigned and the Hosts allowing the Event and allowing the undersigned to participate in the Event, whether participating with the team named below, on an individual basis or on a tandem basis with another Event participant, each of the undersigned agrees as follows:

1. **COMPLIANCE WITH RULES.** I agree to abide by the rules and regulations established by the Canadian Outrigger Racing Association or FCRCC applicable to the Event, including, without limitation, the wearing of a personal floatation device (PFD). During my participation in the Event, I agree to act responsibly with a view to preserving my own safety and the safety of other Event participants.
2. **RISKS, DANGERS AND HAZARDS.** I acknowledge that participation in the Event involves risks, dangers and hazards inherent in the sport of paddling including, without limitation: physical exertion for which I may not be prepared; weather extremes, including sudden and unexpected changes; dangerous water conditions, including cold water and movement, waves, currents, rapids and white water; immersion in cold water; hypothermia; underwater entrapment; collision with natural and man-made objects, including rocks, docks and other boats; slippery docks; equipment malfunction or failure; accidents in loading, moving and storing canoes and equipment; and delay or inability for rescue or medical treatment in a timely manner (collectively, the "**Risks**").
3. **ASSUMPTION OF RISKS.** I acknowledge that I am voluntarily participating in the Event for my benefit and enjoyment and the excitement associated with the sport of paddling with full knowledge of the Risks and I freely accept and fully assume all such Risks and the possibility of personal injury, death, property damage or loss resulting therefrom including but not limited to, 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 FCRCC, the Hosts or other Event participants. I further acknowledge and agree that FCRCC makes no oral or written representations or warranties in respect of my safety during the Event or the quality, condition or suitability of any canoes, equipment, facilities or services provided during the Event, and no statements made by any of FCRCC's directors, officers, contractors, agents, members, invitees, donors, suppliers, volunteers or employees (collectively, "**Representatives**") shall supersede the foregoing.
3. **RELEASE OF LIABILITY.** I hereby waive, release and forever discharge FCRCC and all other Hosts and their respective administrators, elected officials, Representatives, successors and assigns (collectively, the "**Releasees**") from, and agree not to sue the Releasees in respect of, any and all any damages, losses, liabilities, claims, costs and expenses (including legal fees) of any kind whatsoever and howsoever arising (including, without limitation, in respect of death, injury, loss or damage to any person or property, or any other loss or damage) (collectively, "**Losses**") that I or my heirs or next-of-kin may suffer or incur, or allege to suffer or incur, arising in any way out of my participation in the Event, even if due to the Releasees' negligence (including the failure to safeguard or protect me from Risks) or breach of any statutory or other duty of care, including under the *Occupiers Liability Act*.

5. **INDEMNIFICATION.** I hereby indemnify and save harmless the Releasees from any and all Losses that the Releasees may suffer or incur arising in any way out of my participation in the Event, even if due to the Releasees' negligence (including the failure to safeguard or protect me from Risks) or breach of any statutory or other duty of care, including under the *Occupiers Liability Act*.
6. **ALLOCATION OF RISK.** I acknowledge and agree that the foregoing terms are fundamental elements of this Agreement, reflect the allocation of risk between the parties, and without such waiver, release, indemnity and other limitations set out herein, the Hosts would not be able to allow me to participate in the Event at the race fees I have paid.
7. **MEDIA RELEASE.** I hereby grant FCRC and its members, volunteers, professional photographers and the media the absolute right and permission to take during the Event, and to use and publish, photographs of me, still or moving, with or without my name, and to reproduce same through any media, for artistic, promotional, advertising, web content or other commercial and non-commercial purposes, and I shall not be entitled to any monetary compensation of any kind in respect thereof.
8. **GENERAL PROVISIONS.** This Agreement shall be binding on my heirs, next-of-kin, executors, administrators, assigns and representatives (collectively, "**Legal Representatives**") in the event of my death or incapacity. If any provision of this Agreement is held invalid or unenforceable, it will be severed from this Agreement and will not affect the validity or enforceability of the remaining provisions of this Agreement. This Agreement sets out the entire agreement between the parties regarding the subject matter hereof and may not be amended. This Agreement shall be governed by the laws of the Province of British Columbia, Canada.

I CONFIRM THAT I AM AT AN AGE OF LEGAL CONSENT, THAT I HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT BEFORE SIGNING IT AND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP CERTAIN LEGAL RIGHTS THAT I OR MY LEGAL REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES. I ACKNOWLEDGE THAT I HAVE BEEN GIVEN THE OPPORTUNITY TO CONSULT A LAWYER FOR INDEPENDENT LEGAL ADVICE.

INDIVIDUAL / TEAM NAME: _____

PRINT PARTICIPANT NAME

PARTICIPANT SIGNATURE

DATE

PRINT PARTICIPANT NAME

PARTICIPANT SIGNATURE

DATE