



False Creek Racing Canoe Club
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604.684.7223
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2023 PNW-ORCA WINTER SERIES RACE #6

JUNIOR INFORMED CONSENT AND ACKNOWLEDGEMENT OF RISKS

*****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 junior participants (each a “**Junior Participant**”) 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 parents and/or legal guardians agrees, in respect of the Junior Participant for whom he or she is the parent or legal guardian, as follows:

1. **COMPLIANCE WITH RULES.** The Junior Participant is required 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 the Junior Participant’s participation in the Event, the Junior Participant is expected to act responsibly with a view to preserving his or her 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 the Junior Participant 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**”). I have informed the Junior Participant for whom I am the parent or legal guardian of the Risks associated with participating in the Event.
3. **INFORMED CONSENT; ACKNOWLEDGEMENT OF RISKS.** I am the parent or legal guardian of the Junior Participant set beside my name below and I hereby freely consent to the Junior Participant’s participation in the Event. I acknowledge and am fully aware that in participating in the Event, the Junior Participant is being exposed to risks of personal injury, death or property damage or loss, which may result from many causes, including the Risks, 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 acknowledge that the Junior Participant is voluntarily participating in the Event for his or her benefit and enjoyment and the excitement associated with the Event, despite being informed of the Risks associated therewith.
5. **NO WARRANTIES.** I acknowledge that in signing this Agreement, I am not relying on any oral, written or visual representations or statements of any kind made by FCRCC or the Hosts.
7. **MEDIA RELEASE.** I hereby grant FCRCC 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 the Junior Participant, still or moving, with or without the Junior Participant’s name, and to reproduce same through any media, for artistic, promotional, advertising, web content or other commercial and non-commercial purposes, and neither I nor the Junior Participant shall be entitled to any monetary compensation of any kind in respect thereof.

8. **GENERAL PROVISIONS.** This Agreement shall be binding on me and my heirs, next-of-kin, executors, administrators, assigns and representatives (collectively, "**Legal Representatives**"). 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.

THE UNDERSIGNED JUNIOR PARTICIPANT HAS READ AND UNDERSTANDS SECTIONS 1 AND 2 ABOVE.

THE UNDERSIGNED PARENT AND/OR LEGAL GUARDIAN CERTIFIES THAT HE OR SHE:

(i) IS THE PARENT OR LEGAL GUARDIAN OF THE JUNIOR PARTICIPANT SET OUT BELOW WITH THE RIGHT TO CONSENT TO SUCH JUNIOR PARTICIPANT'S PARTICIPATION IN THE EVENT,

(ii) HAS READ AND UNDERSTANDS THE TERMS OF THIS AGREEMENT BEFORE SIGNING IT, AND

(iii) BY SIGNING THIS AGREEMENT IS GIVING UP CERTAIN LEGAL RIGHTS THAT HE OR SHE OR HIS OR HER LEGAL REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

THE UNDERSIGNED PARENT OR GUARDIAN ACKNOWLEDGES HAVING BEEN GIVEN THE OPPORTUNITY TO CONSULT A LAWYER FOR INDEPENDENT LEGAL ADVICE.

INDIVIDUAL / TEAM NAME: _____

PRINT JUNIOR PARTICIPANT NAME

JUNIOR PARTICIPANT SIGNATURE

DATE

PRINT PARENT/GUARDIAN NAME

PARENT/GUARDIAN SIGNATURE

DATE

FOR TANDEM CREWS, A COMPLETED AND FULLY SIGNED COPY OF THIS FORM MUST BE SUBMITTED FOR EACH JUNIOR PARTICIPANT