



JUNIOR INFORMED CONSENT, DISCLOSURE AND ACKNOWLEDGEMENT OF RISKS

TO: False Creek Canoe Society, doing business as False Creek Racing Canoe Club ("**FCRCC**"), and its directors, officers, members, agents, officials, organizers, volunteers and other representatives (all collectively referred to as the "**Club**");

AND TO: the False Creek Community Centre ("**FCCC**"), Vancouver Board of Parks and Recreation, the City of Vancouver and their respective directors, officers, members, agents, officials, organizers, volunteers and other representatives (all collectively, the "**City**").

IN CONSIDERATION of the **Club** granting to _____ (the "**Junior Member**") the rights and privileges of membership in the **FCRCC** and being permitted to use the **Club's** and **FCCC** equipment and facilities and to participate in the paddling, training, coaching, racing, operational, maintenance and other activities of the **Club** (collectively, the "**Activities**"), the undersigned parent or legal guardian of the **Junior Member** agrees as follows:

- 1. COMPLIANCE WITH RULES.** The **Junior Member** is required to abide by the rules and regulations established by the **Club** from time to time applicable to the **Activities**, including, without limitation, the wearing of a personal floatation device (PFD) if required. During the Junior Member's participation in the **Activities**, the Junior Member is expected to act responsibly with a view to preserving my own safety and the safety of other participants.
- 2. RISKS, DANGERS AND HAZARDS.** I acknowledge that the **Activities** involve risks, dangers and hazards inherent in canoeing, kayaking and associated outdoor water sports (collectively, 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 are not limited to): physical exertion for which the **Junior Member** 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; and delay or inability for rescue or medical treatment in a timely manner (collectively, the "**Additional Risks**"). I have informed the **Junior Member** of the **Inherent Risks** and **Additional Risks** associated with the **Activities**.
- 3. INFORMED CONSENT; ACKNOWLEDGEMENT OF RISKS.** I am the parent or legal guardian of the **Junior Member** and I hereby freely consent to the **Junior Member's** participation in the **Activities**. I acknowledge and am fully aware that in participating in the **Activities**, the **Junior Member** is being exposed to risks of personal injury, death or property damage or loss, which may result from many causes, including the **Inherent Risks**, the **Additional 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 the **Club** or **City**. I acknowledge that the **Junior Member** is voluntarily participating in the **Activities** for his or her benefit and enjoyment and the excitement associated with the **Activities**, despite being informed of the **Inherent Risks** and **Additional Risks** associated therewith.
- 4. DAMAGE TO EQUIPMENT.** I agree that if the **Junior Member** damages or loses any equipment of the **Club** or the **City** or damages any facility of the **Club** or the **City**, 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.
- 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 the **Club** or the **City**.
- 6. GENERAL PROVISIONS.** This Agreement shall be binding on my heirs, next-of-kin, executors, administrators, assigns and 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



7. **PERSONAL INFORMATION.** I acknowledge that the **Club** collects the **Junior Member's** personal information for the purpose of providing the **Junior Member** with the services and / or the facilities associated with being a member of the **FCRCC**. I hereby consent to the use of the **Junior Member's** personal information by the **Club** and disclosure to and use thereof by the **Club's** agents, including its sport governing bodies and insurers, in relation to the **Junior Member's** membership with the **FCRCC**, the **Junior Member's** use of the **Club's** facilities, equipment and services, and the **Junior Member's** participation in the Activities.
8. **MEDIA RELEASE.** I hereby grant the Club and its members, volunteers, professional photographers and the media the absolute right and permission to take during the Activities, 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 the **Junior Participant** shall not be entitled to any monetary compensation of any kind in respect thereof.
9. **COMMUNICATIONS.** I hereby agree to the **Club** sending the **Junior Member** commercial electronic messages related to the **Junior Member's** membership with the **FCRCC**, the **Junior Member's** use of the **Club's** facilities, equipment and services, the **Junior Member's** participation in the Activities, any charitable or other events or activities hosted or sponsored by the **Club**, and products and services offered by the **Club**. I acknowledge that the **Junior Member** may later unsubscribe by contacting the **FCRCC** office administrator.

I CONFIRM THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE JUNIOR MEMBER, THAT I AM AT AN AGE OF LEGAL CONSENT, THAT I HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT BEFORE SIGNING IT. I ACKNOWLEDGE THAT I HAVE BEEN GIVEN THE OPPORTUNITY TO CONSULT A LAWYER FOR INDEPENDENT LEGAL ADVICE.

_____ PRINT JUNIOR PARTICIPANT NAME	_____ JUNIOR PARTICIPANT SIGNATURE	_____ DATE
_____ PRINT PARENT/GUARDIAN NAME	_____ PARENT/GUARDIAN SIGNATURE	_____ DATE

***These waivers must be completed prior to participation in FCRCC events or utilizing equipment.**

Please submit the completed forms to the FCRCC office. If the office is not open, they can be left in an envelope at the False Creek Community Centre main desk, in the FCRCC mailbox. Thank you.