



Howe Sound Outrigger Race

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK

In consideration of the services of Cora, RCMP, Western Canoeing & Kayaking and the town of Gibson, here by known as the Howe Sound Outrigger Race Committee or H.S.O.R.C. (your club name) _____, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "H.S.O.R.C."),

I hereby agree to release and discharge H.S.O.R.C. on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that paddling an outrigger canoe entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: boat capsize; tidal conditions and currents; travel to remote areas; collision with objects or other watercraft; prolonged exposure to cold water, hypothermia, accidental drowning; mental anguish or trauma, illness in remote areas; adverse weather conditions; exposure to sun, strong wind, cold, storms, large waves, eddies and whirlpools, and lightning; aggressive and/or poisonous marine life; wrists, arm, shoulder, and/or back injuries; and rapidly changing weather and water conditions. Furthermore, H.S.O.R.C. activities organizers have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless H.S.O.R.C. from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of H.S.O.R.C.'s equipment or facilities, including any such Claims which allege negligent acts or omissions of H.S.O.R.C.

4. Should H.S.O.R.C. of anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume _ and bear the costs of _ all risks that may be created, directly or indirectly by such condition.

6. In the event that I file a lawsuit against H.S.O.R.C., I agree to do solely in the province of British Columbia, and I further agree that the substantive law of that province shall apply in that action without regard to the conflict of law rules to that province. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against H.S.O.R.C. on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.



Note: Junior participants (under 18 years of age on date of event) require written consent of parent or legal guardian capable of giving consent – no exception. Please indicate parental consent at the bottom of the page.

I confirm that I am at an age of legal consent and that I have read and understand that this agreement will be binding upon my heirs, kin executors, administrators and successors.

Signed this _____ day of _____, 2010.

1. _____ Print name
Signature
2. _____ Print name
Signature
3. _____ Print name
Signature
4. _____ Print name
Signature
5. _____ Print name
Signature
6. _____ Print name
Signature

Team captain: _____ Email: _____

Minor. Parent or Guardian: _____ Print Name: _____

Minor. Parent or Guardian: _____ Print Name: _____

Minor. Parent or Guardian: _____ Print Name: _____

Minor. Parent or Guardian: _____ Print Name: _____

Minor. Parent or Guardian: _____ Print Name: _____

Minor. Parent or Guardian: _____ Print Name: _____