

CALGARY ROWING CLUB WAIVER OF LIABILITY

Participant Name: _____(the "Participant")
Date of Birth (YYYY/MM/DD): _____
Parent/Legal Guardian name(s): _____
Address: _____
City: _____ Province: _____ Postal Code: _____

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS
AND INDEMNITY AGREEMENT (this "Agreement")**

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

Initials

PLEASE READ CAREFULLY

IN CONSIDERATION of being permitted to participate in rowing programs, regattas, competitive events and exercises, general physical exercise both indoors and outdoors, social events and any other activities on water or on land that the Calgary Rowing Club ("CRC") presents, organizes, sponsors, attends or otherwise participates in, to have access to, and to use, the parking lot, buildings, dock and other facilities either provided by or arranged by the CRC and to use boats, rowing machines and other equipment available through the CRC, including orientation and instructional sessions or classes, transportation to or from any events, accommodation, clothing, food and beverage, rescue and first aid services, and all travel by or movement around cars, trucks, watercraft or other vehicles (collectively, the "**Activities**"), I, for myself, and my heirs, next-of-kin, executors, assigns, administrators, trustees and representatives, irrevocably agree as follows:

1. ACKNOWLEDGMENT AND ASSUMPTION

I ACKNOWLEDGE, agree and represent that both now and throughout my participation in the Activities:

- (a) I am participating in the Activities freely and willingly;
- (b) I am in good health and am medically fit for participation in the Activities and without limiting the generality of the foregoing, I do not suffer from a heart condition or other ailment that participation in the Activities could aggravate;
- (c) I am physically capable and fit to participate in the Activities and have no medical conditions or needs other than those listed below and I will notify my instructor or coach, as the case may be, of any physical limitations I might have or modifications I might need to participate in any Activities;

- (d) I am able to swim 100 metres immediately after which I can tread water for 15 minutes and/or I hold the Bronze Cross/Medallion in swimming;
- (e) I am responsible for my own safety and will participate in the Activities within the limits of my abilities and if at any time I believe that any of the Activities or the conditions in which any Activities are taking place are unsafe or beyond my abilities, I will immediately cease to participate in the Activities;
- (f) The CRC may use my name and likeness for any and all promotional purposes without further compensation or permission;
- (g) I will at all times obey all safety rules of the CRC;
- (h) The CRC prohibits the use of alcohol, cannabis or non-prescription drugs prior to and during the Activities and I agree that I will not participate in the Activities while under the influence of or after having used alcohol, cannabis or non-prescription drugs;
- (i) The decisions of the CRC are final with respect to aspects of the Activities, including, without limitation, eligibility of participants and rules of the Activities;
- (j) I am not relying on any oral or written statements made by the Releasees, as defined herein below, whether in brochures, advertisements or in individual conversations to lead me to become involved in the Activities on any basis other than my assumption of the Risks, as defined herein below; and
- (k) I acknowledge that this Agreement is a binding legal agreement and that I am entitled to have, and have had, the opportunity to obtain my own legal advice on the meaning and effect of this Agreement before signing it;

I FULLY UNDERSTAND that the Activities involve hazards, risks and dangers which could result in DAMAGE, LOSS, SERIOUS INJURY OR DEATH, not all of which can be listed in this Agreement, including, but not limited to, injury related to the fact that rowing shells are unstable and that rowers face away from the direction in which they are rowing, the physical exertion involved in the Activities, including, without limitation, lifting heavy boats and equipment out of storage locations, carrying heavy boats and equipment, placing heavy boats in the water, lifting heavy boats out of the water, placing heavy boats and equipment in storage locations, slipping and falling, being struck by falling objects, boats sinking, boats colliding with other boats or with floating, submerged or stationary objects, oars contacting participants, participants contacting participants, participants becoming entangled in equipment, failure of timely rescue, water-quality issues, variable and difficult water conditions, snow and ice conditions, natural weather events such as lightning and strong winds, other natural and artificial risks and dangers which may cause participants to be unable to breathe due to being under water, equipment malfunction, capsizing, swamping in waves caused by passing vessels or adverse weather, hypothermia, hyperthermia, drowning, repetitive stress injuries, accidents, illness, vehicle accidents, accidents occurring inside or around buildings or using equipment (collectively, the “Risks”);

I FULLY UNDERSTAND that the Risks MAY BE CAUSED BY MY OWN ACTIONS OR INACTIONS, THE ACTIONS OR INACTIONS OF OTHERS, THE CONDITIONS IN WHICH THE ACTIVITIES TAKE PLACE, UNUSUAL OR DANGEROUS CIRCUMSTANCES, ERRATIC OR UNPREDICTABLE BEHAVIOR OR THE NEGLIGENCE OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS AND, WITHOUT LIMITATION, THAT THE OCCURRENCE OF NEGLIGENCE IS A RISK AND LIKELIHOOD THAT IS INHERENT IN THE ACTIVITIES;

I FULLY UNDERSTAND that the Risks can result in SERIOUS BODILY INJURY, INCLUDING PARTIAL OR FULL DISABILITY, TEMPORARY OR PERMANENT DISABILITY, PARALYSIS, DEATH, PROPERTY DAMAGE AND OTHER LOSSES, SUCH AS SOCIAL OR ECONOMIC LOSS, EITHER UNKNOWN OR NOT FORESEEABLE NOW;

I FREELY ACCEPT AND FULLY ASSUME ALL THE RISKS, dangers, hazards, conditions and other risks related to the Activities and full responsibility for all injury, losses, costs and damages that I suffer or incur as a result of my participation in the Activities;

Initials

2. MEDICAL ASSISTANCE AND COST

I GIVE MY CONSENT IN THE EVENT OF INJURY TO ANY EMERGENCY MEDICAL AID, anesthesia or operation deemed necessary by the attending physician for me and in the event of an accident, injury or any illness during Activities at a remote location I consent to first aid and medical treatment given to me by persons who may be in attendance;

I IRREVOCABLY AGREE TO PAY THE COST OF ANY MEDICAL ATTENTION OR SERVICES RENDERED TO ME or for my benefit while participating in Activities, or thereafter, including, without limiting the generality of the foregoing, any emergency evacuation of my person and belongings, that may become necessary, notwithstanding that the evacuation may have been contributed to or occasioned by any act, or failure to act, by the Releasees or any of them, including, without limitation, negligence of any Releasee;

3. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

Initials

I HEREBY WAIVE ANY AND ALL CLAIMS that I have now or in the future may have for any and all liability for any loss, damage, expense or injury, including death, that I or any of my next-of-kin may suffer arising from my participation in the Activities due, or alleged to be due, to any cause whatsoever, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, BREACH OF CONTRACT, BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY UNDER THE OCCUPIERS LIABILITY ACT (the "Claims") of the CRC, other participants in the Activities, regatta organizers, sponsors, advertisers and owners and lessors of any premises on or in which any of the Activities take place, including, without limitation, the City of Calgary and the Glenmore Canoe & Rowing Clubhouse Foundation, and their respective directors, councillors, officers, agents, employees, coaches, independent contractors, subcontractors, assigns, members, licensees, invitees, administrators, owners, guests and volunteers (all of whom are herein referred to as the "Releasees") or any of them, and further, INCLUDING, WITHOUT LIMITATION, FAILURE ON THE PART OF THE RELEASEES OR ANY OF THEM TO SAFEGUARD AND PROTECT ME FROM THE RISKS AND THE DANGERS AND HAZARDS OF THE ACTIVITIES, AND NEGLIGENCE IN ANY RESCUE OPERATIONS ANY RELEASEE MAY UNDERTAKE;

I HEREBY RELEASE, FOREVER DISCHARGE AND COVENANT NOT TO SUE each of the Releasees from, against and in respect of all Claims and I further agree that if, despite this Agreement, I or anyone on my behalf, makes any claim against any of the Releasees, **I WILL INDEMNIFY**, save and hold harmless each of the Releasees from any litigation expenses, legal fees, loss liability, damage or cost which any and all of the Releasees may incur as a result of such claim;

I HEREBY AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS the Releasees from any and all liability, including, without limitation, litigation expenses and legal fees, for any property damage or personal injury to any third party resulting from my participation in the Activities;

4. ADDITIONAL TERMS OF THE AGREEMENT

Initials

- (a) **I ACKNOWLEDGE**, agree and represent that I am of lawful age and legally competent to sign this Agreement or that my parent or legal guardian has also signed this Agreement;
- (b) **I AGREE** that this Agreement, and any rights, duties and obligations as between the parties to this Agreement, **shall be governed by and interpreted solely in accordance with the laws of the Province of Alberta** and no other jurisdiction; and any litigation involving the parties to this Agreement shall be brought solely within the Province of Alberta and shall be within the exclusive jurisdiction of the Courts of the Province of Alberta;
- (c) **I AGREE that any litigation** involving the parties to this Agreement shall be brought in the **Province of Alberta**; and
- (d) **I AGREE that if any term or provision of this Agreement** is determined by a court or other appropriate authority to be **invalid, void or unenforceable for any reason**, the **remainder of its terms and provisions shall**, to the greatest extent permitted by law, **remain in full force and effect** and shall in no way be affected, impaired or invalidated.

Initials

I HAVE READ AND UNDERSTAND THIS AGREEMENT IN ITS ENTIRETY AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AGREE TO BE BOUND BY THIS AGREEMENT AND I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY CHILD, SPOUSE, HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES. I HAVE SIGNED THIS AGREEMENT FREELY AND WITHOUT INDUCEMENT, DURESS, OR UNDUE INFLUENCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY OF THE CRC AND OTHER RELEASEES TO THE GREATEST EXTENT ALLOWED BY LAW.

Signed this _____ day of _____, _____.

Participant

Please print name clearly

Signature

Witness

Please print name clearly

Signature

* * * *

IF THE PARTICIPANT IS UNDER 18 YEARS OF AGE, THE FOLLOWING MUST BE SIGNED BY A PARENT OR LEGAL GUARDIAN OF THE PARTICIPANT.

1. CONSENT AND ACKNOWLEDGEMENT

I AM THE PARENT OR LEGAL GUARDIAN OF THE PARTICIPANT. I understand the nature of the Activities and the Participant's experience and abilities. I acknowledge **THAT I HAVE FULLY CONSIDERED MY CONSENT AND APPROVAL OF THE PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES, and that I AM ACTING WITH FULL KNOWLEDGE THAT ROWING IS A HIGH-RISK, PHYSICALLY DANGEROUS SPORT, AND I AM ACTING WITH FULL KNOWLEDGE OF THE INHERENT RISKS, LIABILITIES, DANGERS, HAZARDS AND CONDITIONS OF THE SPORT OF ROWING AND THE ACTIVITIES.**

I believe that the Participant is medically fit and in proper physical condition to participate in the Activities, except as listed below.

I HAVE READ, UNDERSTAND AND IRREVOCABLY AGREE WITH THE TERMS OF THE FOREGOING AGREEMENT and I irrevocably agree to ensure that the Participant fulfills the Participant's obligations thereunder.

2. MEDICAL ASSISTANCE AND COST

I give my consent in the event of injury **TO ANY EMERGENCY MEDICAL AID, ANESTHESIA OR OPERATION DEEMED NECESSARY** by the attending physician for the Participant and in the event of an accident, injury

or any illness during Activities at a remote location I consent to first aid and medical treatment given to the Participant by persons who may be in attendance. **I IRREVOCABLY AGREE TO PAY FOR ALL MEDICAL COSTS.**

3. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

I HEREBY IRREVOCABLY RELEASE, FOREVER DISCHARGE, WAIVE ALL RIGHTS TO SUE, COVENANT NOT TO SUE AND AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees of them from, against and in respect of any and all Claims that the Participant or any of the Participant's next-of-kin may suffer due, or alleged to be due, to any cause whatsoever, in whole or in part, including without limitation **NEGLIGENCE, BREACH OF CONTRACT, BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY UNDER THE OCCUPIERS LIABILITY ACT**, of the Releasees or any of them, and further including without limitation **FAILURE ON THE PART OF THE RELEASEES OR ANY OF THEM TO SAFEGUARD AND PROTECT THE PARTICIPANT FROM THE RISKS, DANGERS, HAZARDS AND OTHER RISKS RELATED TO THE ACTIVITIES AND NEGLIGENCE IN ANY RESCUE OPERATIONS ANY OF THE RELEASEES MAY UNDERTAKE.**

If, despite this Agreement, I, the Participant, or anyone on the Participant's behalf, makes a claim against the Releasees or any of them, **I IRREVOCABLY AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY AND ALL LITIGATION EXPENSES, LEGAL FEES, LAWSUITS, LIABILITIES, CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS EXPENSES AND OTHER CLAIMS** which any Releasee may incur as a result of that claim, inclusive of all costs, expenses, legal fees and disbursements on a solicitor and own client basis, associated with both the defence, and any settlement or compromise, of any such lawsuits, liabilities, claims, demands, losses, damages, costs, expenses and other claims.

I IRREVOCABLY AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS the Releasees from and against any and all liability for ANY PROPERTY DAMAGE OR PERSONAL INJURY to the Releasees or any of them, or to any third party, resulting from the Participant's participation in the Activities. I have full legal authority to act on behalf of the Participant.

I ACKNOWLEDGE THAT THIS AGREEMENT IS A BINDING LEGAL AGREEMENT and that I am entitled to have, and have had, the opportunity to obtain my own legal advice on the meaning and effect of this Agreement before signing it.

Signed this ____ day of _____, _____.

Parent/Legal Guardian of Participant

Please print name clearly

Signature

Relationship to the Participant

EMERGENCY CONTACT/MEDICAL INFORMATION

Emergency Contact: _____

Phone: _____ Email: _____

Allergies/Medication(s): _____

Medical Condition(s): _____

