



# Vancouver Rowing Club

Founded 1886 – Incorporated 1915

Stanley Park, P.O Box 5206  
Vancouver, British Columbia, Canada V6B 4B2  
TEL: 604-687-3400 FAX: 604-687-6812

## RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (“AGREEMENT”)

IN CONSIDERATION of the opportunity to participate in any way in any VANCOUVER ROWING CLUB (“Club”) activities (“Activity”), I, for myself, my personal representatives, assigns, heirs, and next of kin: \_\_\_\_\_

1. ACKNOWLEDGE, agree and represent that I understand the nature of Marine Activities, both on water and land based and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. FULLY UNDERSTAND that (a) MARINE ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH (“RISKS”), (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of other participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE “RELEASEES” NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity.

3. HEREBY RELEASE, DISCHARGE, HOLD HARMLESS AND COVENANT NOT TO SUE THE VANCOUVER ROWING CLUB, their administrators, directors, agents, officers, members, volunteers, employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the “RELEASEES” herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE “RELEASEES” OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes claim against any of the Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation, expenses, attorney fees, loss, liability, damage, or costs which may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PARTICIPANT’ SIGNATURE

PRINTED NAME

DATE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF WITNESS

PRINTED NAME

DATE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_