



INFORMED CONSENT AND ACKNOWLEDGEMENT OF RISK

To be completed by parents or legal guardians of youth participating in Paddleboarding, Kayaking, Canoeing or Dragon Boat Lessons/Tours/Rentals with Deep Cove Kayak Centre

The activities offered at Deep Cove Kayak are designed to pose appropriate challenges to participants. While we strive to manage risk, it is not possible, or desirable to eliminate all risk. The choice to participate in any program, activity, tour or rental is made freely and with understanding of the associated benefits, risks and responsibilities.

DEEP COVE CANOE AND KAYAK CENTRE LIMITED does hereby lease the equipment herein described and conducts lessons, tours and rentals on the following terms and conditions:

1: I, the undersigned freely and willingly give permission for **(print participant name)** _____ to participate in paddleboarding, kayaking, canoeing or dragon boat lessons/tours/rentals. I recognize the hazards of boating and the marine environment which can include but are not limited to; wind, currents, collision with motorboat traffic, collisions with other paddlers, waves, drowning, hypothermia, physical injury, repetitive strain injury and changing weather conditions. I recognize that there is, at all times, a risk of capsize and that communication and response times can differ when compared to an urban setting. I understand that I may contact Deep Cove Kayak Centre in advance with any questions about the activity and or risks involved.

2: I agree that participation in a Deep Cove Kayak program requires the Participant to:

- Be responsible for following instructions of Deep Cove Kayak Staff, Guides and Instructors. Failure to do so may result in removal from the program, in which case, alternate care arrangements may be required.
- Be responsible for their own actions in regards to safety on the water.
- Be responsible for their own personal belongings and valuable items. Deep Cove Kayak Centre is not responsible for any personal belongings left at or near our facility before, during or after any program.
- Assume the above risks and accept responsibility and costs for all damages and loss resulting from their participation.

3 - I agree that this agreement shall in all respects be governed by and interpreted in accordance with the laws of the Province of British Columbia and other governing bodies in this province such as Transport Canada.

Current Date: (mm/dd/yy): _____

Program Start Date/Rental Date: _____

Legal Name of Participant: _____

Emergency Contact Name and Relationship to Participant: _____

Emergency Contact Number: _____

Allergies/Medications: _____

Does your child have any medical/physical/emotional/learning needs that our staff could be made aware of to better prepare for the program. i.e injuries, physical limitations, fears etc.

Parent/Guardian Name: _____ Parent/Guardian Signature: _____

Lesson: _____ Lesson Date(s): _____ Instructor(s): _____

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND ASSUMPTION OF RISKS AGREEMENT

BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO CLAIM COMPENSATION OR SUE SHOULD YOU BE INJURED. PLEASE READ CAREFULLY!

TO: DEEP COVE CANOE & KAYAK CENTRE LTD., and its directors, officers, shareholders, employees, guides, instructors, agents, representatives, contractors, subcontractors, successors and assigns (hereinafter collectively referred to as **"THE RELEASEES"**).

DEFINITION - This Agreement shall apply to all activities, events or services provided, arranged, organized, sponsored or authorized by the Releasees, including but not limited to: canoeing; kayaking; stand up paddleboarding; dragonboating, surf skiing; hiking; swimming; backpacking; camping; orientation and instructional courses and sessions; clinics; programs; camps; races; multi-day trips; guided activities; tours; transportation or travel to and from locations used for the Activities; transportation or travel by motorized boat; loading and unloading of boats (hereinafter referred to as **"the Activities"**).

ACKNOWLEDGEMENT – SAFETY

I acknowledge that I have been advised to wear a personal flotation device (lifejacket) at all times while in the canoe, kayak, dragonboat, surf ski; or stand up paddleboard.

ASSUMPTION OF RISKS - I am aware that participation in the Activities involves risks, dangers and hazards including, but not limited to: slips and falls while boarding or disembarking from the canoe, kayak, stand up paddleboard dragonboat, surf ski; overturning of the canoe, kayak, stand up paddleboard dragonboat, surf ski; loss of balance while in the canoe, kayak, stand up paddleboard dragonboat, surf ski; falling from the canoe, kayak, stand up paddleboard dragonboat, surf ski; hypothermia due to exposure to very cold water; drowning; variation in the water conditions, surfaces and currents, including high waves and tides; changing and inclement weather conditions including storms, high wind and lightning; entrapment by trees, logs, rocks or equipment; collision with rocks, trees, logs, deadfall, boating equipment and other canoes, kayaks, stand up paddleboards, dragonboats or motorized vehicles; equipment failure; accidents that occur while hiking, backpacking and camping including steep slopes in their natural state that may contain many obstacles and hazards, and terrain that may not have been travelled on or climbed before and is not regularly patrolled or inspected; variation in the terrain including holes, depressions, loose gravel, rocks, mud, roots, creeks; impact with trees, tree stumps, forest deadfall, rocks, or other natural or manmade objects on or adjacent to the trails; encounters with wild and domestic animals; becoming lost or separated from one's guide, instructor or party; failure to act safely or within one's ability or to stay within designated areas; and negligence of other persons. I AM AWARE THAT ONE OF THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES IS NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES, SOME OF WHICH ARE REFERRED TO ABOVE. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT - In consideration of the Releasees allowing me to participate in the Activities and permitting my use of their equipment, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ALL CLAIMS that I have or may in the future have against the Releasees and TO RELEASE THE RELEASEES FROM ANY AND ALL LIABILITY for any loss, damage, expense or injury including death, that I may suffer, or that my next of kin may suffer as a result of my participation in the Activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c.337, ON THE PART OF THE RELEASEES AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in the Activities.
3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.
4. 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 British Columbia and no other jurisdiction.
5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

MARINE LIABILITY ACT-The *Marine Liability Act*, S.C.2001,c.6,may limit the liability of the Releasees in the event of an accident resulting in injury or death

In entering into this Agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the Activities, other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEE

Name (print clearly)	Signature of Participant	Witness
1. _____	1. _____	1. _____
2. _____	2. _____	2. _____
3. _____	3. _____	3. _____
4. _____	4. _____	4. _____
5. _____	5. _____	5. _____
6. _____	6. _____	6. _____