



# Harrison Dragon Boat Regatta

July 23<sup>rd</sup>, 2022 Village of Harrison Hot Springs, BC



Presented By: The Fraser Valley Paddling Club

## Harrison Dragon Boat Regatta Junior Waiver

Team Name \_\_\_\_\_ Team Managers Initial \_\_\_\_\_

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY.

Participant Name \_\_\_\_\_ Phone \_\_\_\_\_

Full Address \_\_\_\_\_

TO: **Fraser Valley Paddling Club (hereinafter referred to as the "OPERATOR")** and to the Village of Harrison Hot springs, all event sponsors, official sponsors and suppliers.

In this agreement:

1. The term "dragon boat activities" shall include all activities, events or services provided, arranged, organized, sponsored or authorized by the operator with respect to the 2022 Harrison Dragon Boat Regatta. Including, but not limited to: regattas, competitions, races, demonstrations, practices, orientation and instruction sessions, and other such activities, events and services in any way connected with or related to the 2022 Harrison Dragon Boat Regatta.
2. The term "releases" shall include the Fraser Valley Paddling Club, the village of Harrison Hot Springs, all event sponsors, official sponsors, official suppliers, and all of their respective directors, officers, employees, volunteers, agents, representatives, successors and assigns.

### ACKNOWLEDGEMENT-SAFETY

I acknowledge that I have been advised that my child must wear a life jacket while participating in dragon boat activities. Instruction as to the proper use of the life jacket is available from the operator. I am aware that the physical exertion required of dragon boat activities and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions symptoms, or congenital defects. I have been advised to seek medical advice for my child if I know or suspect that my child's physical condition may be incompatible with dragon boat activities. I have also read and understand the Official Rules and Regulations governing the 2017 Harrison Dragon Boat Regatta and I agree to abide by those Official Rules and Regulations. The Official Rules and Regulations are available at [www.harrisondragonboat.com](http://www.harrisondragonboat.com).

### ASSUMPTION OF RISKS.

I am aware that dragon boat activities involve many risks, dangers and hazards including, but not limited to : accidents which occur while loading and unloading equipment; overturning or upsetting of the boat; falling from the boat while on the water; collision with rocks , trees, logs, dead fall, other vessels, and other boating equipment; collision with other participants; equipment failure; variations in the water conditions, surfaces and currents; changing weather conditions; high winds; drowning; loss of control; entrapment; immersion in cold water; hypothermia; exposure to temperature extremes; and negligence of other participants . Communication in the terrain used for dragon boat activities may be may be difficult and in the event of an accident, rescue and medical treatment may not be readily available. I am also aware that there is a risk of NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF DRAGON BOAT ACTIVITIES. ON BEHALF OF MY CHILD I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH DRAGON BOAT ACTIVITIES 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 releases agreeing to my child's participation in dragon boat activities for the 2022 Harrison Dragon Boat Regatta and permitting my child's use of their equipment and facilities, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I or my child has or may have 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 or my child may suffer, or that my next of kin may suffer as a result of my child's participation in dragon boat 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. 1966,c. 337, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT MY CHILD FROM THE RISKS, DANGERS, AND HAZARDS OF DRAGON BOAT ACTIVITIES 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 child's participation in dragon boat activities and from any claim that may be made by or on behalf of my child as a result of my child's participation in dragon boat activities.
3. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives, in the event of my child's death or incapacity.
4. This agreement shall be governed by and interpreted in accordance with the laws of British Columbia ; and





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- Any litigation involving the parties to this agreement shall be brought within the province of B.C. In entering into this agreement I am not relying on any oral or written representations or statements made by the releases with respect to the safety of dragon boat activities other than what is set forth in this agreement.
- In consideration for my participation in the Harrison Dragon Boat Regatta, I grant its representatives, employees, professional photographers and the media the right and permission to publish, copyright and use photographs of me or my child and my property, with or without my child's name, and to reproduce the photographs through any medium for illustration, art, promotion, advertising, trade, web content or other purpose. 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 dragon boat 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 MY CHILD OR MY CHILD'S HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

Signed this \_\_\_\_\_ day of (month) \_\_\_\_\_ 20\_\_\_\_\_

Participant name (print clearly)\_\_\_\_\_

Participant Signature \_\_\_\_\_

Parent/Guardian Signature (if participant under 19 years) \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_

Relation to Participant: \_\_\_\_\_

Emergency Contact phone number \_\_\_\_\_

Witness Signature \_\_\_\_\_

Witness Name (print clearly) \_\_\_\_\_

**This agreement must be completed in full, signed, initialed, dated and witnessed prior to participating in dragon boat activities.**

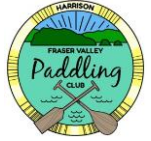




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## Junior Team Roster

Team Name: \_\_\_\_\_

### ALL PARTICIPANTS MUST SIGN WAIVER

- Waiver may be submitted to registrar upon team check-in. You do not need to mail your waiver in ahead of time.
- Anyone getting on your boat must sign your team waiver prior to any racing. This acts as your Final Roster: a maximum 26 race participants may sign your final roster.

| Name (Please Print Clearly) | Signature | Email |
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| 24.                         |           |       |
| DRUMMER:                    |           |       |
| STEERS:                     |           |       |

