



RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In the following, where the Participant is a minor and is therefore a Minor Participant, the terms “I”, “me” and “my” may refer to either or both of the Minor Participant and/or the parent or guardian of the Minor Participant as appropriate for giving the maximum waiver and protection to the Fort Langley Youth Rowing Society.

IN CONSIDERATION of and for the Fort Langley Youth Rowing Society (“FLYRS”) permitting me to participate in rowing programs, rowing activities, events and any other activities on water or on land that FLYRS organizes, sponsors, attends or otherwise participates in (the “Rowing Activities”), and to use the facilities and equipment available through FLYRS, I, the undersigned, for myself, and, in the event of my death or incapacity, my heirs, next-of-kin, executors, administrators and representatives, agree with FLYRS, its directors, officers, agents, employees, coaches, contractors, members, volunteers, other participants in the Rowing Activities, regatta organizers, sponsors, advertisers and owners and lessors of any premises on which any of the Rowing Activities takes place (collectively the “Releasees”) as follows:

I WARRANT AND REPRESENT, both now and throughout my participation in the Rowing Activities, that:

1. I understand that rowing shells are unstable and not designed for use in rough water conditions and that rowers face away from the direction in which they are rowing. I understand the nature of the Rowing Activities, whether occurring on water or land, and that the Rowing Activities involve danger and the risk of serious bodily injury, including but not limited to partial or permanent disability; paralysis; death; and other risks, such as social or economic loss, either unknown or not foreseeable now (collectively the “Risks”).

I further understand that the Risks may arise from dangers including, but not limited to, the physical exertion involved in the Rowing Activities; carrying boats; placing boats in and lifting them out of the water and storage locations; collision with another boat, or a floating or stationary object; equipment malfunction; capsizing; swamping in waves caused by passing vessels or adverse weather; hypothermia; hyperthermia; drowning; and onland training.

2. I understand that my own action or inaction, the action or inaction of others, the conditions in which the Rowing Activities take place, or the negligence of one or more of the Releasees may expose me to danger and the Risks.

3. I am in good health and am medically fit for participation in the Rowing Activities. Without limiting the generality of the forgoing, I do not suffer from a heart condition or other ailment that participation in the Rowing Activities could aggravate. Further, either I am able to swim 50 meters immediately after which I can tread water for 10 minutes, or I hold the Bronze Cross/Medallion in swimming, or both.

I AGREE THAT:

1. I will at all times obey all safety rules established by FLYRS.

2. I am responsible for my own safety and will participate in the Rowing Activities within the limits of my abilities. At any time I believe any of the Rowing Activities or the conditions in which that activity is taking place are unsafe or beyond my abilities I will immediately cease to participate in that activity.

3. I fully accept and assume the Risks and full responsibility for all injury, damages, loss and costs I may suffer arising from my participation in any of the Rowing Activities.

4. I will indemnify, save and hold harmless the Releasees from 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 my participation in the Rowing Activities.

5. If, despite this Agreement, I or anyone on my behalf makes a claim against the Releasees or any of them, I will indemnify, save and hold harmless the Releasees and each of them from any liability, claims, demands, loss, damages or costs which they or any of them may incur as a result of that claim.

I HEREBY WAIVE ANY AND ALL CLAIMS THAT I HAVE OR IN THE FUTURE MAY HAVE AGAINST THE RELEASEES AND RELEASE AND FOREVER DISCHARGE THE RELEASEES and each of them from 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 Rowing Activities due, or alleged to be due, to any cause whatsoever, in whole or in part, including but not limited to 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 but not limited to failure on the part of the Releasees or any of them to safeguard and protect me from the Risks and the dangers of the Rowing Activities, and negligence in any rescue operations any of them may undertake.