



Collingwood Rowing Club
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WAIVER MUST BE COMPLETED PRIOR TO ROWING

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereby referred to as the "Release Agreement")

BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

PLEASE READ CAREFULLY!

Organization Name: THE COLLINGWOOD ROWING CLUB (to be referred to as the "ORGANIZATION") and its (their) directors, coaches, volunteers, sponsors, successors and assigns (all of whom are hereafter referred as "the RELEASEES")

"Sport Activities": ROWING (to be referred to as "ROWING" in this document)

DEFINITION:

In this Release Agreement the term "ROWING" shall include all activities, events or services provided, arranged, conducted, sponsored or authorized by the RELEASEES, including but not limited to: ROWING; ROWING RENTAL; ORIENTATIONAL AND INSTRUCTIONAL COURSES; SEMINARS; SESSIONS; TRAVEL; TRANSPORT AND ACCOMMODATION; and any other such activities, events and services in any way connected with or related to "ROWING"

PROTECTIVE EQUIPMENT:

I have been advised to wear all protective equipment that is required by the rules and regulations of the governing body for ROWING.

ASSUMPTION OF RISKS:

I am aware that ROWING involves many risks, dangers and hazards, including but not limited to: loss of balance; falls; heavy lifting; difficulty or inability to control ones speed or direction; variation in water depth or wave height; mechanical failure of equipment; variation or change in the water surface including rocks, foreign objects, boats or unseen obstacles; changing weather conditions including exposure to temperature extremes, high winds and inclement weather; travel or transport to and from sites used for ROWING; travel on highways, back country roads; encounters with domestic or wild animals including dogs, birds or marine life; collision with other rowers, pedestrians, swimmers, boats or other marine equipment; drowning, failing to play safe within the limitations of one's own abilities; negligence of other participants; and NEGLIGENCE ON THE PART OF THE RELEASEES INCLUDING THE FAILURE ON THE PART OF THE RISKS RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS OR HAZARDS OF ROWING

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH ROWING AND 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 agreeing to my participation in ROWING and permitting my use of their services, equipment and other facilities and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

TO WAIVE ANY AND 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 ROWING 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, ON THE PART OF THE RELEASEES AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN ROWING;

TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in ROWING;

This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representative, in the event of my death or incapacity;

This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the province where ROWING takes place and no other jurisdiction; and

Any litigation involving the parties to this Release Agreement shall be brought solely within the province where ROWING takes place and shall be within the exclusive jurisdiction of the Courts of that province.

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

Members under 18 years of age need to have a paper copy of this waiver signed by a parent or legal guardian. These waivers will be ready for you when you first show up to row. Please ensure your parent or guardian is present to sign it.

I HAVE VIEWED THE SAFETY VIDEO

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

Name: _____

Address: _____

City: _____

Prov: _____

Postal Code: _____

Phone: _____

Email: _____

Date of Birth: _____

Waiver must be completed prior to rowing