



Please **REVIEW** this **AGREEMENT**, provide the information required, **INITIAL** the bottom of the first page of this Agreement, and **SIGN** where indicated on the back page. This **AGREEMENT** must be submitted to SMUS Rowing Centre prior to participating in its rowing program.

Name: _____ (the “Participant”) Parent: _____

Address: _____ Email Address: _____

Date of Birth: _____ Phone Number (Emergency): _____

Program: _____ Emergency Contact: _____

(All personal information given by the Participants will only be collected, used and disclosed for administration and regular communication with respect to related rowing programs & events with SMUS Rowing Centre.)

DISCLOSURE OF RISKS:

Participants in the Program must be physically agile and alert. Rowing has inherent dangers, hazards and risks, including, but not limited to:

- Death from drowning or being exposed to hypothermia by falling into water;
- Risks and changes in conditions of water surface and variations in the water conditions, surfaces and currents.
- Overturning or upsetting of the boat;
- Poor swimming ability of the Participant or others;
- Falling while moving about on slippery decks and ramps;
- Accidents which occur while loading and unloading equipment,
- Accidents from equipment failure and improper use of equipment.
- Collisions with manmade or natural objects, motorized vessels or other paddlers or bystanders.
- Facility & site hazards;
- Negligence of others, including St. Micheals University School Society.

TO: ST. MICHAELS UNIVERSITY SCHOOL SOCIETY and their directors, officers, members, employees, volunteers, agents, independent contractors, subcontractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as the “**Releasees**”).

IN CONSIDERATION OF St. Michael's University School permitting the Participant to participate in the Program and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Participant and the Parent voluntarily and knowingly signs this Disclosure of Risks, Assumption of Risks, Release of Liability, Waiver of Claims and Indemnity Agreement (the “**Agreement**”).

Definitions: “Program” means the rowing program detailed above and shall include but is not limited to those activities as set out under the heading Disclosure of Risks which has been provided to and initialled in acknowledgement by the Participant. “**Parent**” means both a parent and a guardian.

ASSUMPTION OF RISKS

1. The Parent and the Participant each acknowledge that the Participant is voluntarily participating in the Program. Each of the Parent and the Participant understand that there are risks associated with participating in the Program which could result in injury, damage or loss to the Participant’s own (or other’s) property, body, or life.

2. The Parent and the Participant each understand that risks are inherent in the very nature of the Program and simply cannot be eliminated without jeopardizing the essential qualities of the Program. The Parent and the Participant are each aware that the risks may include, but are not limited to, those risks listed under the heading of Disclosure of Risks (which we have read, understand and accept).
3. The Parent and the Participant each understand that although St. Michael's University Society strives to provide a safe environment during the Program, risks may result from human error and negligence on the part of persons involved in preparing, organizing and leading any Program.
4. The Parent and the Participant each understand that the Participant has a personal responsibility to learn and follow rules and procedures established by the Releasees and to make them aware at any point in which the Participant question his/her own knowledge of those procedures or his/her ability to participate in any of the Program.
5. The Participant and the Parent each voluntarily **accept and fully assume** all risks, dangers and the possibility of personal injury, death, property damage or loss resulting from participating in the Program.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

6. The Parent and Participant hereby agree as follows:
 - a. To waive any and all claims that the Parent or the Participant may have or may in the future have against the Releasees and to release the Releasees from any and all liability for loss, damage, expense or injury including death that the Participant or Parent may suffer, or our next of kin may suffer, resulting from participation in the Program, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory duty or other duty of care on the part of the Releasees;
 - b. To indemnify and hold harmless the Releasees from and against all claims, demands, actions and suits and all liabilities, losses, damages, costs, charges and other expenses of every nature and kind, for any damage to property of or personal injury to any third party, resulting from participation or the Participants presence in the Program; and
 - c. To hold harmless and indemnify the Releasees from any and all emergency expenses related to first aid or medical treatment and/or evacuation in the event of any accident, injury or illness. I acknowledge that all expenses associated with emergency evacuation, rescue or first aid will be our responsibility and will not be covered by the Releasees.

GENERAL

7. The Parent and Participant hereby agree as follows:
 - a. This Agreement shall be effective and binding on my heirs, next of kin, executors, administrators and representatives in the event of my death or incapacity;
 - b. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by the laws of the Province of British Columbia and shall be within the exclusive jurisdiction of the Province of British Columbia; and
 - c. In signing this Agreement neither the Participant nor the Parent not relying upon any oral or written representation or statements made by the Releasees with respect to the safety of the Program other than what is set forth in this Agreement.

NOTE: By signing this document you are giving up certain legal rights, including the right to sue, which have potential financial implications for yourself and/or your family should you be injured while participating in a program or related activity. Understand clearly that marine activities have inherent risks.

PARTICIPANT: _____

PARENT: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Witness: _____

Date: _____