



**Victoria Canoe & Kayak Club**  
**WAKE UP THE GORGE**  
**Waiver (Adults)**

**Identify Team or Paddler submitting this Waiver:** \_\_\_\_\_

**Each person undersigned individually acknowledges and agrees:**

**UNCONDITIONAL OPERATION**

This waiver is not subject to any condition that any other persons grant any waiver or waivers whatever.

**TERMS**

“Wake up the Gorge” and “WUTG” include the Wake Up the Gorge event and participation therein in any way including participation in or observing races, using the race course or the Gorge waterway in any way, attending on the premises of VCKC or using the premises and any public park premises and parking lots within 600 meters of the VCKC premises, or using the any services or facilities provided by VCKC within the club premises or any place associated with or utilized by VCKC to administer the Wake up The Gorge event, and participation in the organization and management of the event in any way whatever.

“WUTG Entities” includes the Victoria Canoe and Kayak Club (VCKC) and all its officers, directors and members and all persons, whether or not members of VCKC, registered and participating in WUTG in any way, assisting in the organization and management of the WUTG in any way whatever, and, the Canadian Outrigger Canoe Association and all of its members, officers and directors.

**ASSUMPTION OF RISKS, RELEASE AND WAIVER OF LIABILITY**

I freely and voluntarily assume the risks of participating in WUTG. In consideration of my being permitted to participate in WUTG I, for myself, my heirs, next of kin, executors, administrators, and anyone else who may claim on my behalf **HEREBY WAIVE ANY AND ALL CLAIMS, LIABILITY AND DAMAGES** I may now and in the future have against any and all persons identified herein as WUTG Entities arising from any and all personal injury, death, property damage or loss sustained by me on to any property, personal injury or death to any third party arising from or in connection with my participation WUTG, howsoever caused. I **FURTHER HEREBY RELEASE AND FOREVER DISCHARGE** any and all WUTG Entities from and against all demands, claims, actions, damages, costs, and expenses arising from or with respect to death, injury, damage or loss to my person or property of any kind whatsoever, howsoever caused in connection with my participation in VCKC Activities though the same may have contributed to or have been caused by the **NEGLIGENCE, GROSS NEGLIGENCE, OR BREACH OF CONTRACT or BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE** by any or all WUTG Entities. I **FURTHER AGREE** to hold harmless and indemnify any and all WUTG Entities from any and all liability for any damage or injury to the property or person of any third party resulting in my involvement in or presence during WUTG.

I **ACKNOWLEDGE** that VCKC, in obtaining this waiver from me, is doing so for all WUTG Entities. I appoint VCKC as my agent for the purpose of obtaining an indemnity and release of liability from other persons participating in WUTG.

This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, and assigns in the event of my death or incapacity. In entering into this Agreement, I am not relying upon any oral or written representations or statements made by VCKC Entities other than those which are set forth in this Agreement.

I **HAVE READ AND UNDERSTAND THIS AGREEMENT. BY SIGNING THIS AGREEMENT I AM WAIVING LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND ASSIGNS MAY HAVE AGAINST ANY WUTG ENTITIES.**

	<b>Date d/m/y</b>	<b>Print name</b>	<b>Signature</b>
<b>1</b>			
<b>2</b>			
<b>3</b>			
<b>4</b>			
<b>5</b>			
<b>6</b>			