

# 2011 BANOOK CANOE CLUB WAIVER

PLEASE READ CAREFULLY

**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.**

**ASSUMPTION OF RISK:**

**I AM AWARE THAT THERE IS POTENTIAL RISK FOR INJURY INVOLVED IN WATER SPORTS.** I freely accept and fully assume all such risks, dangers and hazards, including risk of personal injury, death, or property loss resulting from my participation in water sports and associated training activities.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:**

In consideration of approval to participate in the activity of water sports and associated training activities at the Banook Canoe Club or with the club at other sites,

1. **I agree as follows to waive any and all legal claims** that I have or may in the future have against Banook Canoe Club, its directors, officers, employees or agents, representatives or any person in any way connected with Banook Canoe Club (all of whom are hereinafter collectively referred to as the releasees); to release the releasees from any and all liability for any loss, damage, injury or expense I may suffer, or that my next of kin may suffer as a result of my participation in the water sports and associated training activities, due to any cause whatsoever including negligence, breach of contract, or breach of the statutory or other duty of care. I acknowledge my responsibility to ensure adequate medical, personal health, dental and accidental insurance coverage, as well as protection of my personal possessions.
2. **I agree to hold Harmless and Indemnify the Releasees** from any and all liability for any damage to property of, or personal injury to, any third party, resulting from my participation in this activity.
3. **I agree** to properly wear, at all times, while participating in any on-water activity, an approved floatation device or life preserver/life jacket, as may be required by the BCC.
4. **I understand** the ability to swim competently is essential for the safety of all participants in BCC on water activity, and that the swimming requirement for participation in such activity is Aquaquest 6 or equivalent.

**This Agreement shall be Effective and Binding** upon my heirs, next of kin, executors, administrators, assigns, and representatives in the event of my death or incapacity.

**In signing** the foregoing release, I hereby acknowledge and represent that I have read the foregoing release, I understand and agree to it voluntarily, that I am 18 years of age or older and of sound mind, or being less than 18 years of age have cosigned with parent or guardian, as the case may be.

**In entering into this Agreement,** I am not relying upon any oral or written representations or statements by the releases other than what is set forth in the Agreement.

**I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2011      Signature: \_\_\_\_\_

Full Name of Paddler(s): \_\_\_\_\_

Signature of paddler or (parent or legal guardian if under 19 named above). \_\_\_\_\_