



**2011 WAIVER & MEMBERSHIP APPLICATION
KELOWNA CANOE & KAYAK CLUB**

Kelowna Retail Centre, Box 2272
Kelowna, BC V1X 7G4

**DISCLOSURE OF RESPONSIBILITIES, ASSUMPTION OF RISKS, RELEASE OF LIABILITY,
WAIVER OF CLAIMS AND RIGHT TO SUE, AND INDEMNITY AGREEMENT**

By signing this document you will waive certain legal rights, including the right to claim or sue Please read carefully.

Applicant _____

Co-Applicant _____

Email _____

Email _____

Cell Phone _____

Cell Phone _____

Member Number _____

Member Number _____

(new member leave member number blank)

(new member leave member number blank)

Home Address _____

City: _____ Province: _____ Postal Code: _____

Home Phone: _____

KELOWNA CANOE AND KAYAK CLUB FEE

SINGLE ADULT \$30.00 (\$25 before Feb. 15)

FAMILY* \$50.00 (\$40 before Feb. 15)

*FAMILY - Maximum 2 adults plus any children under
age 19 at time of application living in same household

BOATS OWNED

CANOE _____

SEA KAYAK _____

WW.KAYAK _____

MAKE CHEQUE PAYABLE TO KELOWNA CANOE & KAYAK CLUB (do NOT send cash by mail)

ASSUMPTION OF RISKS

Watercraft paddling is a potentially dangerous activity. Hazards include, but are not limited to, strong and unpredictable currents, cold water, sweepers (partially submerged trees and logs), rocks, deep, uneven and jagged river, lake and ocean bottoms, unstable and potentially harmful paddle craft, sudden and unpredictable changes in the weather, hypothermia, the possibility of becoming injured, suffering loss of life, having property lost and/or damaged, as well as any and all hazards associated with paddling, racing, camping, portaging, wilderness traveling and other pursuits of the Kelowna Canoe and Kayak Club (hereafter referred to as "KCKC").

DISCLOSURE OF RESPONSIBILITIES

The organizer for a KCKC trip may not be a professional or certified paddling instructor, guide or trained first aid attendant. It is the responsibility of each person on a KCKC trip to ensure that he/she has the necessary skills, experience, fitness and equipment commensurate with the requirements for the trip. Each person is responsible for his/her own safety, for having suitable first aid supplies and for confirming that his/her clothing and equipment are in good working order.

RELEASE AND WAIVER OF LIABILITY

In consideration of my being permitted to participate in the activities arranged by KCKC, 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 for liability and damages or loss sustained to any property or resulting in personal injury or loss of life, from or in connection with my participation in the activities of KCKC howsoever caused.

I FURTHER HEREBY RELEASE AND FOREVER DISCHARGE KCKC, its members, directors, employees, agents and representatives (collectively "the Releasees") 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 KCKC activities though the same may have contributed to or have been caused by the NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT OF KCKC OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE.

I FURTHER AGREE to save harmless and indemnify the Releasees from any demands, court proceedings or actions arising out of or connected to my involvement in or presence during any of the activities of KCKC.

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 the event that I act in any capacity for KCKC, I appoint KCKC as my agent for the purpose of obtaining an indemnity and release of liability from other members of KCKC or persons participating in its activities.

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by KCKC other than those which are set forth in this Agreement.

I HAVE READ AND UNDERSTAND 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 _____ 20_____

APPLICANT NAME _____

APPLICANT SIGNATURE _____

CO-APPLICANT NAME _____

CO-APPLICANT SIGNATURE _____

MINOR (UNDER AGE 19) FAMILY MEMBERS:

NAME _____ AGE _____

NAME _____ AGE _____

NAME _____ AGE _____

NAME _____ AGE _____

PARENT/GUARDIAN NAME _____

PARENT/GUARDIAN SIGNATURE _____

WITNESS NAME _____

WITNESS SIGNATURE _____

(THE WITNESS TO THIS/THESE SIGNATURE(S) CANNOT BE A PERSON COVERED BY THIS FORM).

APPLICATION WILL NOT BE PROCESSED IF THE WAIVER IS NOT SIGNED AND WITNESSED!