

# 2009 RIO TINTO ALCAN DRAGON BOAT FESTIVAL



**Team Name:** \_\_\_\_\_ **Team Manager's Initial:** \_\_\_\_\_

<b>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 PLEASE READ CAREFULLY!</b>	
<b>Participant Name</b>	
<b>Home Address</b>	
<b>Home Phone</b>	

**TO: CANADIAN INTERNATIONAL DRAGON BOAT FESTIVAL SOCIETY (hereinafter referred to as the "OPERATOR")**  
**AND TO: CONCORD PACIFIC DEVELOPMENTS LTD., DRAGON ZONE, CITY OF VANCOUVER, VANCOUVER PARKS AND RECREATION BOARD, ALL EVENT SPONSORS, OFFICIAL SPONSORS AND OFFICIAL SUPPLIERS**

In this agreement:

1. the term "dragon boat activities" shall include all activities, events or services provided, arranged, organized, sponsored or authorized by the Operator with respect to the 2009 Rio Tinto Alcan Dragon Boat Festival, including, but not limited to: regattas, competitions, races, demonstrations, practices, Dragon Zone, events, orientation and instruction sessions, and other such activities, events and services in any way connected with or related to the 2009 Rio Tinto Alcan Dragon Boat Festival; and
2. the term "Releasees" shall include the Canadian International Dragon Boat Festival Society, Dragon Zone, City of Vancouver, Vancouver Parks and Recreation Board, Concord Pacific Developments Ltd., all event sponsors, official sponsors, official suppliers, and all of their respective directors, officers, employees, volunteers, agents, representatives, successors and assigns.

**ACKNOWLEDGEMENT - SAFETY**

I acknowledge that I have been advised that my child must wear a life jacket while participating in dragon boat activities. Instruction as to the proper use of the life jacket is available from the Operator. I am aware that the physical exertion required of dragon boat activities and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, symptoms or congenital defects. I have been advised to seek medical advice for my child if I know or suspect that my child's physical condition may be incompatible with dragon boat activities. I have also read and understand the Official Rules and Regulations governing the 2009 Rio Tinto Alcan Dragon Boat Festival and my child will abide by those Official Rules and Regulations.

**ASSUMPTION OF RISKS**

I am aware that dragon boat activities involve many risks, dangers and hazards including, but not limited to: accidents which occur while loading and unloading equipment; overturning or upsetting of the boat; falling from the boat while on the water; collision with rocks, trees, logs, dead fall, other vessels, and other boating equipment; collision with other participants; equipment failure; variations in the water conditions, surfaces and currents; changing weather conditions; high winds; drowning; loss of control; entrapment; immersion in cold water; hypothermia; exposure to temperature extremes; and negligence of other participants. Communication in the terrain used for dragon boat activities may be difficult and in the event of an accident, rescue and medical treatment may not be readily available. I am also aware that there is a risk of **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF DRAGON BOAT ACTIVITIES. ON BEHALF OF MY CHILD I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH DRAGON BOAT ACTIVITIES 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 child's participation in dragon boat activities for the 2009 Rio Tinto Alcan Dragon Boat Festival, and permitting my child's use of their equipment and facilities, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I or my child has 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 or my child may suffer, or that my next of kin may suffer as a result of my child's participation in dragon boat activities 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*, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT MY CHILD FROM THE RISKS, DANGERS AND HAZARDS OF DRAGON BOAT ACTIVITIES REFERRED TO ABOVE;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my child's participation in dragon boat activities and from any claim that may be made by or on behalf of my child as a result of my child's participation in dragon boat activities;
3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives, in the event of my child's death or incapacity;
4. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia.
5. Any litigation involving the parties to this Agreement shall be brought within the Province of British Columbia; and
6. In consideration for my child's participation in the Rio Tinto Alcan Dragon Boat Festival, I grant its representatives, employees, professional photographers and the media the right and permission to publish, copyright and use photographs of my child and his/her property, with or without his/her name, and to reproduce the photographs through any medium for illustration, art, promotion, advertising, trade, web content or other purpose.

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

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

Signed this ____ day of _____, 2009	
Participant Signature:	Parent or Guardian Signature (if participant under 19 years):
Participant Name (print clearly):	In case of emergency, please contact:
Witness Signature:	Emergency contact relation to participant:
Witness Name (print clearly):	Emergency contact phone number:

**THIS AGREEMENT MUST BE COMPLETED IN FULL, SIGNED, INITIALLED, DATED AND WITNESSED PRIOR TO PARTICIPATING IN DRAGON BOAT ACTIVITIES.**