

Canada Dry Victoria Dragon Boat Festival Paddler's Waiver, Indemnity and Consent

I, _____ (the "Paddler"), in consideration of the Victoria Dragon Boat Festival Society (the "Organizer") permitting me to participate as a Paddler in the Canada Dry Victoria Dragon Boat Festival, to be held on August 12-14 of this year (the "event" or related functions as defined below) which is sponsored by various sponsors (the "Sponsors"), agree to and acknowledge the following:

I have full knowledge, understanding and appreciation of the extent of risks and dangers of accidental harm which are involved in participating as a Paddler for the Event or related functions, either in the planning and organizational stages, at the event, after the event or otherwise attending the event voluntarily assume these risks. I waive and abandon my rights to any cause of action I may have, either now or in the future, against any of the Organizer or any Sponsors for injury to persons or damage to property, which may occur, during my paddling or while I am at the event. This waiver shall apply to the Event or any part of the Event or part of any of the related functions that I participate in.

In consideration of the acceptance of me as a Paddler and permitting me to participate as a Paddler, I agree to save harmless and keep indemnified the Organizer and Sponsors, their respective agents, employees, officials, servants, representatives, directors, officers, and assigns, from and against all claims, actions, costs, expenses and demands, in respect to death, injury, loss or damage to person or property, howsoever caused, arising out of or in connection with my paddling, attending at the event and participating in activities at the event, notwithstanding that the same may have been contributed to or occasioned by the negligence of the Organizer or Sponsors, or any their agents, officials, representatives, servants or employees. Further, I hereby waive and release my rights to any claim I may have, now or in the future, against the Organizer and Sponsors, their agents, officials, representatives, servants, employees or assigns, for damage or loss, to person or property, injury or death relating to or arising out of my volunteering, howsoever caused.

Further, I agree and grant to the Organizer and Sponsors, exclusive right to use, publish or reproduce any photographs, drawings, writings or any copyrightable material produced of me or by me as a volunteer.

It is agreed that this waiver, indemnity and consent is to be binding on myself, my heirs, executors and assigns.

I have no expectation of financial gain from my participating as a Paddler.

I agree to this waiver, indemnity, and consent, applying to all activities which I may participate as a Paddler and while I am at the event.

I agree that it is my responsibility to act in such a manner as to be responsible for my own safety while paddling or at the event.

Related functions shall include, but is not limited to: any Open House, Gala Dinner, Paddlers events, Volunteer recognition party and pre and post festival organizing activities.

If I am accepted to be a Paddler, I understand that the VDBFS requires me to provide a criminal record check and I agree to provide one and also if required a vulnerable sectors check.

I hereby declare and certify to VDBFS that I have no criminal record of any kind, in Canada or any other jurisdiction in the world. I further declare and certify to VDBFS that I am not currently under investigation of a criminal nature nor am I subject to any charges pending of a criminal nature, in Canada or any in any jurisdiction worldwide.

Dated: _____
Signature of Paddler

If the Paddler is a minor - parent or guardian must sign and agree to above as well as to the conditions below.

I, as the parent or guardian of the Paddler, acknowledge that by signing this document, I am in addition to the Paddler, assuming the responsibility of educating and informing the Paddler of the waiver, indemnity and consent. I will also be bound by the above terms as it relates to the Paddler and as if the same terms have been directly agree to by me.

Also in consideration of the Victoria Dragon Boat Festival Society permitting the Paddler to participate as a Paddler for the Festival or related events, I agree to save harmless and indemnify the Organizer and Sponsors, their respective agents, employees, officials, servants, representatives, directors, officers, and assigns from any class, actions, damages, expenses, costs arising out of the actions of the Paddler or from any claims, actions, damages, expenses or costs claimed or made by the Paddler arising from the activities and actions of the Paddler while paddling or participating on any activities at the event.

Witness' Signature

Signature of Parent/Guardian

Dated

Privacy Statement: Victoria Dragon Boat Festival Society (VDBFS) respects your privacy. We do not rent, sell or trade our mailing lists or information. By completing this form or providing information to us and participating in our festival you will be consenting to our use of such information for the purposes of VDBFS and its related activities. VDBFS uses information you provide to organize and run our festival, to keep you informed and up to date on the activities of the VDBFS, the festival related promotions and charity components, to assist our charity of choice, to promote special events, to help with fundraising and sponsorships, and all other activities related to the festival and special events held by VDBFS from time to time. If you wish us not to utilize your information from our purposes please email us at victoriadragonboatfestival@gmail.com. Please note if you notify us that you do not wish us to use information for our purposes as set out above, communications to you of what happens during any festival or information relating to the festival, may not be communicated to you, even though you may have registered as a volunteer.