

WAIVER FORM FOR THE DEEP COVE ROWING CLUB (2009)

Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement, (the "Agreement")

BY SIGNING THIS AGREEMENT YOU WILL GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE PLEASE READ CAREFULLY

Please provide all information and SIGN and INITIAL the Waiver at the BOTTOM of this sheet.

Re: Participation in the Deep Cove (DCRC) rowing and paddling programs, pursuant to the DCRC safety guidelines, rules and regulations, (collectively referred to as the "Rules").

Name	Address:	City: Postal Code
Phone:	Cell Phone:	Gender.
Program or Event:	Email Address:	Date of Birth

(All personal information given by participants will only be used for administration and regular communication with respect to related programs & events with DCRC. For more information regarding our Personal Information Protection Privacy Policy, please contact the DCRC Board of Directors).

To: DCRC, its event sponsors, official suppliers, officials, and all of their respective directors, officers, employees, volunteers, agents, representatives, successors and assigns (after this referred to as the "Releasees").

In consideration of the DCRC agreeing to my participation in rowing and/or paddling programs & events and permitting my use of their equipment and facilities, I hereby agree as follows:

In this Agreement:

1. The term, "rowing and paddling programs" shall include but is not limited to: competitions, races, demonstrations, practices, events, boat rentals, orientation and instruction sessions, and other such activities, events and services in any way connected with or related to the DCRC; and
2. the term "Safety Guidelines" means the guidelines most recently published by the DCRC on or prior to the date of this Agreement and designated by it as its safety guidelines.

ACKNOWLEDGEMENT – SAFETY

I am aware that the physical exertion required of rowing and paddling programs and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, symptoms or congenital defects. I HAVE ALSO READ AND UNDERSTAND THE SAFETY GUIDELINES, AND I AGREE TO ABIDE BY THOSE GUIDELINES. (The Safety Guidelines are posted at the boathouse) I can tread water for a minimum of 10 minutes.

ASSUMPTION OF RISKS

I am aware and understand that rowing and paddling programs and rowing and paddling sports have inherent dangers, hazards and risks including, but not limited

- ACCIDENTS WHICH OCCUR WHILE LOADING AND UNLOADING EQUIPMENT
- ABRUPT WEATHER CHANGES
- COLLISION WITH MANMADE OR NATURAL OBJECTS OR OTHER PADDLERS OR BYSTANDERS
- CONDITIONS OF WATER SURFACE AND VARIATIONS IN THE WATER CONDITIONS, SURFACES AND CURRENTS
- EQUIPMENT FAILURE
- IMPROPER USE OF EQUIPMENT
- NEGLIGENCE OF OTHERS
- OVERTURNING OR UPSETTING OF THE BOAT
- FALLING FROM THE BOAT WHILE ON THE WATER
- POOR SWIMMING ABILITY OF MYSELF OR OTHERS
- FACILITY & SITE HAZARDS
- NEGLIGENCE OF THE RELEASEES
- SUSTAINED RIGOROUS PHYSICAL ACTIVITY
- TRAVEL TO AND FROM SITE
- DROWNING
- IMMERSION IN COLD WATER
- HYPOTHERMIA

I understand that injuries resulting from the danger, hazards and risks of rowing and paddling programs and sports are a probable occurrence of such programs and sports. 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 DANGERS, HAZARDS AND RISKS OF PADDLING PROGRAMS AND SPORTS.

I freely accept and fully assume all dangers, hazards and RISKS associated with participation in rowing and paddling programs and sports and the possibility of personal injury, death, property damage or loss resulting therefrom.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY

I acknowledge that it remains my sole responsibly to act in such a manner as to be responsible for my own safety and participate within my own limits. I understand that the Rules are solely for the purpose of regulating other rowing and/or paddling program participants and me. Accordingly, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have 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 may suffer, or that my next of kin may suffer as a result of my participation in rowing and/or paddling programs due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, on the part of the Releasees;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage or personal injury to any third party resulting from my participation in rowing and/or paddling programs; and
3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives, in the event of my death or incapacity.

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 paddling programs & events other than what is set forth in this Agreement.

Initial
Here

I do not wish my photo or name used in any publicity.

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 I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signature of Registrant

Date Signed

Name of witness (printed) Witness Signature

DCRC Safety Guidelines(Spring 2009)

All registrants and their parents must review the following Safety Policy and sign on the following page before the rower can participate in any 'on water' activity.

- 1) All registrants **must** be able to tread water for a minimum of 10 minutes and by signing this form acknowledge that this is true.
- 2) Training sessions will begin promptly, at the scheduled time. Coaches may decide not to boat rowers who arrive late. Coaches will not be responsible for onshore supervision of late arrivals.
- 3) The boathouse and washroom will be unlocked prior to rowers leaving the shore and will remain unlocked for the duration of the training sessions. A minimum of 4 warming blankets will be available in the boathouse at all times.
- 4) Each coxswain or bow person if there is no coxswain must have a **whistle or other sound signalling device** attached to their person or insure that there is a sound signalling device in the shell prior to leaving the shore.
- 5) During low light/low visibility conditions, each rower must wear an operating **flashing light** on the head or upper body. Rowers are responsible for providing their own lights and should bring them to every training session.
- 6) Rowers must not proceed beyond the end of the Government Wharf in Deep Cove until accompanied by their assigned coach.
- 7) All rowers must be accompanied on the water by a coach, or approved substitute, in a coach boat. Rowers on the water must stay in visual contact with the coach boat at all times. Where the rowers are not within 500 metres of the coach boat, shells must carry a life jacket at each seat and a whistle for each rower.
- 8) Boats should stay in groups of two or more. If a partner's boat capsizes, the 'buddy' boat should ensure the capsized rower/s are safe (back in the boat or on shore) before going for help. The international distress signal is waving both arms over the head. Rowers should also use whistles and their flashing lights to signal that assistance is required.
- 9) In the event that a capsized crew must return to shore, the crew must be accompanied by a coach. All other crews under the supervision of that coach must also return to shore.
- 10) Rowers should familiarize themselves with docks and low bank waterfront landings in the training or racing area. In the event of a storm or other unsafe conditions, rowers should immediately proceed to a safe landing area to get themselves out of the water.
- 11) Each coach must hold valid First Aid Certification—St. John's Ambulance Safety Oriented First Aid or its equivalent, and a Canadian Yachting Association Pleasure Craft Operator Certificate or its equivalent.
- 12) Each coach boat must be equipped with:
 - a) a minimum of 9 lifejackets plus lifejackets for each passenger in the coach boat. If the coach boat is supervising the maximum number of rowers, 14 lifejackets are required The coach must wear a life jacket and a motor "kill switch" must be attached to the jacket and the motor.
 - b) a minimum of 3 warming blankets
 - c) a First Aid Kit
 - d) a buoyant heaving line of not less than 15 metres
 - e) a minimum of 3 emergency flares (Canadian approved of Type A, B or C)
 - f) a sound-signaling device
 - g) a bailer

- h) one manual propelling device (e.g., paddle)
 - i) navigational lights that meet the applicable standards set out in the Canadian Coast Guard's Collision Regulations
- 13) At least one of the supervising coaches must carry an operable cellular phone while rowers are on the water.
- 14) .Each coach boat will supervise a maximum of 9 junior rowers in a maximum of 3 rowing shells. Each coach will supervise a maximum of 14 experienced adult rowers in a maximum of 4 rowing shells.
- 15) Coaches are responsible for determining whether conditions are too dangerous to row due to darkness, fog, high winds, ice, cold water, storms, or any other conditions which they determine may be of danger to the rowers. No rower shall be forced to row against his/her better judgment should conditions be questionable.
- 16) No morning rowing shall commence before 5:45 a.m. during the period of February 15 to November 20. No morning rowing shall commence before 7:00 a.m. during the period of November 21 to February 14.
- 17) Rowing shall not take place in foggy conditions if visibility falls below 1000 meters.

I have read, understand, and agree to abide by the DCRC Safety Guidelines.

Rower's Signature

Date