



Universal Release of Liability

This is a release of claims, a waiver of liability, an assumption of risk, and an indemnity agreement. By signing this document, you will irrevocably waive and release certain legal rights, including the right to sue.

This document also contains a release of copyright and permission to publish your photograph and images of participation in club events.

By signing this form, you irrevocably give up your right to bring a lawsuit to recover compensation from the Edmonton Rowing Club and its directors, officers, administrators, volunteers, coaches, employees, servants, agents, subcontractors, independent contractors, licensees and invitees (hereinafter collectively called the “**ERC**”) for any injury or loss to yourself or to your property, and the right of your personal representatives to bring an action to recover compensation for your death, injury or other damages arising from your participation in rowing programs, competitive events and regattas of the ERC.

You are entitled to get your own legal advice before signing.

In consideration of being permitted to participate in the ERC rowing programs including, but not limited to, scheduled, supervised ERC activities, and competitive events and affiliated regattas, including travel to and from such activities, events and regattas (hereinafter called “**Rowing Activity**” and “**Rowing Activities**”), I do hereby irrevocably warrant the truth and accuracy of the information I have provided herein and do acknowledge and irrevocably agree to this Release of Liability, Waiver of Claims, Assumption of Risks & Indemnity, including the Release of Copyright and Images (herein collectively called the “**Release**”) for myself, my personal representatives and assigns as follows:

1. a) I am the full age of 18 years and wish to participate in Rowing Activities and all other activities which are part of or which may be associated with any or all of the Rowing Activities as carried-on, conducted or provided by ERC. I understand the nature of Rowing Activities, both on water and land based, and I am qualified, in good health, and in proper physical condition to participate in Rowing Activities.

(OR)

1. b) I wish to have a minor person under the age of 18 years (hereinafter called the “**Minor**”) participate in Rowing Activities and all other activities which are part of or which may be associated with any or all of the Rowing Activities carried-on, conducted or provided by ERC. To induce the acceptance and admission of the Minor for participation in the Rowing Activities I represent and warrant that I am one of the parents of the Minor, or I am a duly appointed guardian for and on behalf of the Minor, and that I have full legal authority to act, grant this Release and grant permission on behalf of the Minor in this matter.

(NOTE: strike out either paragraph 1(a) or 1(b), whichever is not applicable, by putting an “X” through the paragraph and placing your initials to the right and left of the paragraph that is struck out.)

Assumption & Acceptance of Risks:

2. a) I fully understand that Rowing Activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death;
- b) I am also aware of and accept the dangers and risks inherent in participating in Rowing Activities and that they include, without limitation, the following:
 - i) hypothermia; hyperthermia; drowning; moving water; slipping and falling; falling objects; carrying heavy and awkward equipment; variable and difficult water, wind and snow and ice conditions; repetitive stress injuries; the negligence of myself and of other Rowing Activity participants; and, suffering any type of accident including illness in remote areas without easy access to medical facilities;

- ii) human error and negligence;
- iii) inexperience of myself or the Minor, as the case may be, and the inexperience of other participants;
- iv) the dangers of animals, wildlife and other boats in the water, including sail craft, manpowered craft and motor boats, causing not only direct damage to me or the Minor, but also resulting in erratic or unpredictable behaviour by myself, the Minor and by other participants;
- v) unusual and dangerous circumstances or situations, including without limiting the generality of the foregoing, bad weather, high wind, high water, fast water and floating and submerged debris.

All of the foregoing are called, without limitation, "**Risks**".

3. I also understand, accept, agree, acknowledge and warrant that:

- a) I will examine and review each Rowing Activity in which I take part and, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Rowing Activity and will refuse to take part in the Rowing Activity until the condition has been corrected to my satisfaction;
- b) I alone, am responsible for my personal health and safety and that of the Minor, and the personal property that either of us may bring to Rowing Activities; I am solely responsible for the medical expenses and decisions with respect to my and the Minor's care. I give my consent in the event of injury to any emergency medical aid, anesthesia or operation deemed necessary by the attending physician for me or the Minor.
- c) the physical demands of Rowing Activities on me or the Minor as a participant, require being medically, physically and emotionally fit and fully able to participate in Rowing Activities and that I and the Minor are as fit and able as may be required;
- d) clothing and equipment to be used by me or the Minor are or will be satisfactory for participating in Rowing Activities;
- e) ERC prohibits the use of alcohol or non-prescription drugs prior to and during Rowing Activities, and I agree that neither I nor the Minor will participate in Rowing Activities while under the influence of alcohol or drugs, or while prior use of alcohol or drugs may affect ability in any way whatsoever;
- f) at any time the ERC and its representatives ("**Agents**"), or any of them, may refuse participation to any persons, including myself or the Minor, who the Agents consider to be a hazard to themselves, or to any other participants, or to ERC or other Agents.

4. I accept, acknowledge and agree that:

- a) because of the remoteness of some of the locations where Rowing Activities will occur first aid and medical treatment may be given to me or the Minor by Agents who may be then in attendance in the event of an accident, injury or any illness during Rowing Activities; and,
- b) the Risks and inherent liabilities, dangers, hazards and conditions of Rowing Activities include, but are not limited to, the potential of other individuals to act in a manner that may cause or contribute to personal injury or damage to property, such as failing to maintain control over a boat, oar or other equipment, or failing to act within the limits of that individual's ability, and that the Risks and other dangers may be caused by my or the Minor's own actions or inactions, or the actions or inactions of others participating in Rowing Activities, or by the conditions in which the Rowing Activities take place, or by the negligence of the ERC and its Agents;
- c) there may be other risks and social and economic losses either not now known to me or not readily foreseeable at this time, and I FULLY ACCEPT AND ASSUME ALL THE RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I OR THE MINOR MAY SUFFER OR INCUR as a result of participation in Rowing Activities.

Indemnity to ERC, and to Minor

5. In the case in which I am authorizing and granting permission for the Minor to participate in Rowing Activities and all or any other activities which are either integral or incidental to Rowing Activities, such participation shall be at the Minor's own risk, and at my own risk alone, and as the sole and absolute indemnifier of ERC and its Agents against any loss or damage that may be suffered by the Minor, or that may be caused by the Minor to other individuals, persons or to property, and that any participation by the Minor in Rowing Activities shall be permitted by ERC in reliance upon my absolute release and full indemnification of ERC and its Agents from all lawsuits, liabilities or claims for any losses or damages or for indemnification by any individual or person which may arise from the Minor's participation in Rowing Activities, and upon my full and absolute indemnification of the Minor for any damages or losses that the Minor may suffer, or that the Minor may cause to other individuals, persons or to property, and that such participation by the Minor shall be permitted to occur only upon my prior assumption of all risks relating to the participation of the Minor in Rowing Activities and the grant of my undertaking of full indemnification as stated according to the terms of this Release. I acknowledge that I have fully considered my consent and approval of the Minor's participation in Rowing Activities, and that I am acting with full knowledge that Rowing Activities are a high-risk, physically dangerous sport, and I am acting with full knowledge of the inherent risks, liabilities, dangers, hazards and conditions of the sport of rowing and the Rowing Activities.

6. If I am signing this agreement as a parent or guardian of a Minor, I hereby irrevocably agree to indemnify, absolutely, ERC and its Agents from and against all lawsuits, liabilities, claims, demands, losses, damages, costs, expenses and other claims of any nature whatsoever that may hereafter be advanced or that may be entitled to be advanced on behalf of the Minor by any of the Minor's personal representatives or trustees, inclusive of all costs, expenses, legal fees and disbursements on a solicitor and own client basis, associated with both the defence, and any settlement or compromise, of any such lawsuits, liabilities, claims, demands, losses, damages, costs, expenses and other claims.

7. I further accept, acknowledge and agree that such Risks and inherent liabilities, dangers, hazards and conditions include temporary and permanent bodily injury to participants and to other individuals, which may result from Rowing Activities, including but not limited to participation in competitions, schooling and training. I further acknowledge the risk of the occurrence of negligence, including, but not limited to, negligence on the part of the ERC and its Agents, negligence resulting from use of equipment supplied by ERC and its Agents or others, negligence resulting from the supply of such equipment, negligence resulting from the actions of other participants, other individuals, and representatives, employees, servants, agents or contractors or sub-contractors of ERC and its Agents. I acknowledge the existence of all such Risks, dangers, hazards and conditions, and that the occurrence of negligence is a risk and likelihood that is inherent in Rowing Activities. I freely accept, and fully assume liability for and on behalf of myself and on behalf of the Minor, if applicable, all such Risks, liabilities, dangers, hazards, conditions and the likelihood of the occurrence of negligence, and the possibility of temporary or permanent personal injury, death and property damage, or loss resulting from any of the foregoing, to me or to the Minor, as the case may be.

Release

8. I hereby irrevocably and absolutely release and discharge ERC and its Agents from any and all lawsuits, liabilities, claims, demands, losses, damages, death, injury, costs or expense, present or future, existing or not, or which may accrue, that I or the Minor may suffer or may be entitled to make or advance, or that my personal representatives, executors, administrators, assigns or trustees, or those of the Minor, may suffer as a result of my participation, or the participation of the Minor, in Rowing Activities, as the case may be, and which may arise, or which may be due to any cause or effect whatsoever, including, but not limited to, any negligence, breach of contract or breach of any statutory duty of care or other obligation whatsoever, arising from participation by me or by the Minor, in Rowing Activities. I agree that if, despite this Release, either I or the Minor, or anyone on my behalf or on behalf of the Minor, makes a claim against any of the ERC and its Agents, competitive event or regatta organizers, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the ERC, its Agents and any competitive event or regatta organizers from any litigation expenses, legal and attorney fees, loss, liability, damage, or cost which any may incur as a result of such claim, to the fullest extent permitted by law.

Medical Expenses

9. I irrevocably agree to pay the cost of any medical attention or services rendered to me or for my benefit, or for the Minor or for the Minor's benefit, as the case may be, while participating in Rowing Activities, or thereafter, including, without limiting the generality of the foregoing, any emergency evacuation of my person and belongings, or the Minor and the Minor's belongings, as the case may be, that may become necessary, notwithstanding that the evacuation may have been contributed to or occasioned by any act, or failure to act, by the ERC or its Agents or any of them, including, without limitation, negligence of ERC or of any one or more of its Agents.

Photographs & Images of Participation

10. I hereby irrevocably grant my specific permission to the ERC, its Agents and any competitive event or regatta organizers, sponsors, advertisers, participants, agents, and assigns to make and obtain photographic images either or both of me or the Minor, as the case may be, on the day of a regatta or competitive event and to publish, copyright, distribute and display photographic images taken of either both or one of me and the Minor on the day of the regatta or competitive event. I further waive my right and that of the Minor to inspect and examine all photographs and written text to which the images may be applied before use. I also waive any and all rights and claims, including future rights and claims of me and the Minor to such photographic images and any interest therein. I hereby release and discharge the ERC, its Agents and any competitive event or regatta organizers, sponsors, advertisers, participants, patrons, agents, licensees, affiliates and assigns from any and all liability to either or both of me and the Minor by virtue of distortion, blurring, alteration, optical illusion, digital scanning and manipulation, and use in composite form, whether the same is intentional, or otherwise. I understand and agree that the ERC, its Agents and any competitive event or regatta organizers, sponsors, advertisers, participants, agents, and assigns may use any process or procedure resulting in the completion of a finished product for publication, display, copyright or distribution.

11. I hereby irrevocably grant my specific permission to the ERC, its Agents and any competitive event or regatta organizers, sponsors, advertisers, participants, patrons, agents, licensees, affiliates and assigns a fully paid-up, non-exclusive, worldwide right and license to use, display or otherwise exploit the name, nickname, voice, photograph, statements, biographical information, and likeness of either or both of me and the Minor, as well as images of either or both of me and the Minor in motion picture, videotape, electronic, and similar formats provided that my image relates to my participation in the Rowing Activities, whether in original or modified form. I waive any rights of privacy for both me and the Minor in regard thereto.

12. I hereby acknowledge and agree by my signature below, or that of my parent or guardian, that I have received, read, fully understand and will abide by the any Rowing Activity-specific safety rules for participants as declared from time to time by ERC, its Agents and competitive event and regatta organizers, and by each of them.

13. I have read this Release, fully understand its terms; I understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability and damages to the greatest extent allowed by law as well as permission to publish photographs and electronic images as provided herein, and I agree on my own behalf and on behalf of the Minor that if any portion of this Release is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

14. In entering into this Release I have not relied on any oral or written representations or any statements made by or on behalf of ERC, its Agents or by any other person other than as stated herein, and this document records and forms the entire agreement and Release.

15. I acknowledge that this Release is a binding legal agreement and that I am entitled to have, and have had, the opportunity to obtain my own legal advice on the meaning and effect of this Release before signing it.

16. This Release shall be governed by and interpreted according to the laws of the Province of Alberta and the laws of Canada applicable therein. On behalf of both me and the Minor, as the case may be, I and the Minor agree that the Courts of the Province of Alberta shall have exclusive jurisdiction over the subject matter hereof and both I and the Minor personally and on behalf of our respective personal representatives, heirs, executors, administrators and assigns, hereby attorn to the jurisdiction of the Courts of Alberta.

17. This Agreement shall be effective and binding on me and the Minor, as the case may be, and upon our respective personal representatives, heirs, executors, trustees, administrators and assigns.

I HAVE READ AND UNDERSTAND THIS RELEASE. I AM AWARE THAT BY SIGNING THIS RELEASE I AM WAIVING ALL PRESENT AND FUTURE LEGAL RIGHTS WHICH I, OR MY PERSONAL REPRESENTATIVES, HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS AND TRUSTEES, IF ANY, MAY HAVE OR BE ENTITLED TO MAKE AGAINST ERC AND ITS AGENTS.

I FURTHER UNDERSTAND THAT AS PARENT OR GUARDIAN OF THE MINOR, IF ANY, THAT ON BEHALF OF THE MINOR I HAVE WAIVED ALL THE MINOR'S PRESENT AND FUTURE LEGAL RIGHTS AND THOSE OF THE MINOR'S PERSONAL REPRESENTATIVES, HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS AND TRUSTEES, IF ANY, TO MAKE CLAIMS AGAINST ERC AND ITS AGENTS.

I FURTHER CONFIRM THAT I HAVE HEREBY FULLY INDEMNIFIED AND WILL AT ALL TIMES, PRESENT AND FUTURE CONTINUE TO INDEMNIFY AND HOLD ERC AND ITS AGENTS HARMLESS FROM ANY CLAIMS ADVANCED BY OR ON BEHALF OF THE MINOR IF THE APPLICANT IS A MINOR.

Signed this _____ day of _____, 201__ .

signature of witness

signature of applicant

print witness' name

print applicant's name

Complete the form below if applicant is a Minor

NOTE: Please ensure you have crossed out and initialed Section 1a.

signature of witness to Minor

signature of Minor (under 18 years)

print Minor's name

signature of witness to parent or guardian

signature of parent or guardian

print witness' name print

parent's or guardian's name

Please list any medical conditions or disabilities which ERC should be aware of (e.g. asthma, epilepsy, heart condition etc.).

