



## RELEASE OF LIABILITY, WAIVER OF CLAIMS & INDEMNITY AGREEMENT

**\*\*\*PLEASE READ CAREFULLY\*\*\***

### CANADIAN OUTRIGGER RACING ASSOCIATION VIRTUAL PNWORCA WINTER SERIES SMALL BOATS RACE #2 February 12-20, 2022 (the "Event")

**BY PURCHASING A RACE ENTRY, YOU AGREE TO THE TERMS OF THIS DOCUMENT,  
THE WAIVER OF CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

**AWARENESS AND ASSUMPTION OF RISK:** As the Event is a virtual race which entails the submission of individual timed results over a race course selected by me but meeting CORA-specified requirements, I confirm that I will use reasonable judgement with a view to my own safety in selecting the day, time and weather conditions for my race, and whether I should be accompanied. I will comply with all COVID-19 health orders applicable to the race location before, during and after my race. I am aware that my participation in the Event involves risks inherent in paddling sports, both on and off the water, including risk of personal injury, death, property damage, expense and related loss, including, without limitation, loss of income and such risks arising from the negligence of the CANADIAN OUTRIGGER RACING ASSOCIATION ("**CORA**"), PACIFIC NORTHWEST OUTRIGGER RACING CANOE ASSOCIATION ("**PNWORCA**"), ALL SPONSORS, JOINT VENTURES and/or other participants and owners of the facilities where the Event will occur and their respective directors, officers, members, agents, officials, organizers, volunteers and other representatives (collectively, the "**Hosts**") and from other Event participants. I confirm that I will be responsible for my own safety and the Hosts make no representations as to my safety during the Event. I freely accept and fully assume all such risks and the possibility of personal injury, death, property damage, expense and related loss, including loss of income.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY:** In consideration of the Hosts allowing me to participate in the Event, I hereby agree:

1. to waive any and all claims that I may have in future against the Hosts arising from my participation in the Event;
2. to release the Hosts from any and all liability for any personal injury, death, property damage, expense and related loss, including loss of income that I or my next of kin may suffer as a result of my participation in the Event, due to any cause whatsoever, including the Hosts' negligence, breach of contract or breach of any statutory duty of care; and
3. to hold harmless and indemnify the Hosts from any and all liability for any damage to property of, or personal injury to, any third party, resulting from my participation in the Event, even if due to the Hosts' negligence, breach of contract or breach of any statutory duty of care.

**MEDIA RELEASE/CONSENT:** I hereby grant CORA to use and publish submissions provided by me, including photographs, screenshots, GPS tracks or other data, with or without my name, through CORA's website content, and I shall not be entitled to any monetary compensation of any kind in respect thereof. I hereby consent to the use of my personal information for CORA-related purposes, including e-mail communications with me. CORA will not sell or provide your personal information to any third parties for any other purpose without written consent.

**GENERAL PROVISIONS:** This Agreement shall be binding on not only me, but my next of kin, heirs, executors, administrators and assigns. If any provision of this Agreement is held invalid or unenforceable, it will be severed herefrom and will not affect the validity or enforceability of the remainder hereof. This Agreement sets out the entire agreement between the parties regarding the subject matter hereof and may not be amended. This Agreement shall be governed by the laws of British Columbia, Canada.

**I CONFIRM THAT I AM AT AN AGE OF LEGAL CONSENT, I HAVE READ THIS AGREEMENT AND UNDERSTAND IT.**

**I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM GIVING UP CERTAIN RIGHTS WHICH**

**I OR MY NEXT OF KIN, HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE HOSTS.**

**I ACKNOWLEDGE THAT I HAVE BEEN GIVEN THE OPPORTUNITY TO CONSULT A LAWYER FOR INDEPENDENT LEGAL ADVICE.**