

Canadian Outrigger Racing Association, Suite 152, 1857 W 4th Ave. Vancouver, B.C. V6J 1M4 CANADA

# CANADIAN 2024 OUTRIGGER SPRINTS CHAMPIONSHIPS JUNIOR INFORMED CONSENT AND ACKNOWLEDGEMENT OF RISKS

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

## To: CANADIAN OUTRIGGER RACING ASSOCIATION ("CORA"), METRO VANCOUVER REGIONAL DISTRICT AND ITS OFFICIALS, OFFICERS, EMPLOYEES, SERVANTS & AGENTS, DELTA OUTRIGGER KANU ASSOCIATION, DELTA DEAS ROWING CLUB, ARE OUTRIGGER WORLD INC., KERRY CHOW, ANTHONY CAO, IAN TSANG and all EVENT SPONSORS (collectively, the "Hosts")

WHEREAS CORA is organizing and managing the **CANADIAN 2024 OUTRIGGER SPRINTS CHAMPIONSHIPS** to be held at Deas Island Regional Park and on the waters of Deas Slough, Delta, B.C. on **Saturday, April 27, 2024** and **Sunday April 28, 2024** and associated land activities including, without limitation, solo V1 and team V6/OC6 outrigger canoe races and demonstrations, and the loading, moving and storing of canoes (collectively, the "**Event**"), and undersigned(s) desire to participate in the Event;

IN CONSIDERATION of CORA accepting race fees from the undersigned and the Hosts undertaking the Event and allowing the undersigned junior participants (each a "Junior Participant") to participate in the Event, whether participating on an individual basis or with a team named below, the undersigned parent and/or legal guardian agrees, in respect of the Junior Participant for whom he or she is the parent or legal guardian, as follows:

- 1. **COMPLIANCE WITH RULES**. The Junior Participant is required to abide by the rules and regulations established by the CORA applicable to the Event, including, without limitation, the wearing of a personal floatation device (PFD). During the Junior Participant's participation in the Event, the Junior Participant is expected to act responsibly with a view to preserving his or her own safety and the safety of other Event participants.
- 2. RISKS, DANGERS AND HAZARDS. I acknowledge that participation in the Event involves risks, dangers and hazards inherent in the sport of paddling including, without limitation: physical exertion for which the Junior Participant may not be prepared; weather extremes, including sudden and unexpected changes; dangerous water conditions, including cold water and movement, waves, currents, rapids and white water; immersion in cold water; hypothermia; underwater entrapment; collision with natural and man-made objects, including rocks, docks and other boats; slippery docks; equipment malfunction or failure; accidents in loading, moving and storing canoes and equipment; and delay or inability for rescue or medical treatment in a timely manner (collectively, the "Risks"). I have informed the Junior Participant for whom I am the parent or legal guardian of the Risks associated with participating in the Event.
- 3. **INFORMED CONSENT; ACKNOWLEDGEMENT OF RISKS.** I am the parent or legal guardian of the Junior Participant set beside my name below and I hereby freely consent to the Junior Participant's participation in the Event. I acknowledge and am fully aware that in participating in the Event, the Junior Participant is being exposed to risks of personal injury, death or property damage or loss, which may result from many causes, including the Risks, active or passive negligence, imprudence, lack of skill, error of judgment, breach of contract or breach of statutory duty of care on the part of CORA, the Hosts or other Event participants. I acknowledge that the Junior Participant is voluntarily participating in the Event for his or her benefit and enjoyment and the excitement associated with the Event, despite being informed of the Risks associated therewith.
- 4. **NO WARRANTIES**. I acknowledge that in signing this Agreement, I am not relying on any oral, written or visual representations or statements of any kind made by CORA or the Hosts.
- 5. **MEDIA RELEASE.** I hereby grant CORA and its members, volunteers, professional photographers and the media the absolute right and permission to take during the Event, and to use and publish, photographs of the Junior Participant, still or moving, with or without the Junior Participant's name, and to reproduce same through any media, for artistic, promotional, advertising, web content or other commercial and non-commercial purposes, and neither I nor the Junior Participant shall be entitled to any monetary compensation of any kind in respect thereof.

6. GENERAL PROVISIONS. This Agreement shall be binding on me and my heirs, next-of-kin, executors, administrators, assigns and representatives (collectively, "Legal Representatives"). If any provision of this Agreement is held invalid or unenforceable, it will be severed from this Agreement and will not affect the validity or enforceability of the remaining provisions of this Agreement. 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 the Province of British Columbia, Canada.

#### THE UNDERSIGNED JUNIOR PARTICIPANT HAS READ AND UNDERSTANDS SECTIONS 1 AND 2 ABOVE.

#### THE UNDERSIGNED PARENT AND/OR LEGAL GUARDIAN CERTIFIES THAT HE OR SHE: (i) IS THE PARENT OR LEGAL GUARDIAN OF THE JUNIOR PARTICIPANT SET OUT BELOW WITH THE RIGHT TO CONSENT TO SUCH JUNIOR PARTICIPANT'S PARTICIPATION IN THE EVENT, (ii) HAS READ AND UNDERSTANDS THE TERMS OF THIS AGREEMENT BEFORE SIGNING IT, AND (iii) BY SIGNING THIS AGREEMENT IS GIVING UP CERTAIN LEGAL RIGHTS THAT HE OR SHE OR HIS OR HER LEGAL REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES. THE UNDERSIGNED PARENT OR GUARDIAN ACKNOWLEDGES HAVING BEEN GIVEN THE OPPORTUNITY TO CONSULT A LAWYER FOR INDEPENDENT LEGAL ADVICE.

FOR V6/OC6 TEAMS, A COMPLETED AND FULLY SIGNED COPY OF THIS FORM MUST BE SUBMITTED FOR EACH JUNIOR PARTICIPANT