

MIHS Float-Parade (Aug. 8, 2021, Bennett Bay) Waiver & Informed Consent Form

Parent/guardian &/or participant name(s):

Birth Date(s):

Address:

Email:

Phone Number:

Emergency contact name & phone number (REQUIRED):

___ I agree to respect the local wildlife and environment by leaving a respectful distance between myself and seals, shore birds and intertidal life. I agree to leave no trace of my presence by ensuring that all trash and waste is properly disposed of.

TO: Mayne Island Housing Society and its board members (hereinafter collectively referred to as “the Releasees”). This agreement shall apply to the Aug. 8 activities and event known as The Float Parade Fun-Raiser on Aug. 8, 3-5 p.m., Bennett Bay to Horton Bay, arranged, organized, sponsored and authorized by the Releasees, including but not limited to: canoeing, kayaking, stand-up paddle-boarding and other self-propelled vessels; transportation or travel to and from locations used for the Activities; transportation or travel by motorized boats and vehicles acting as safety and shuttle providers; loading and unloading of boats and vehicles (hereinafter referred to as the Activities).

ACKNOWLEDGEMENT SAFETY - I acknowledge that I have been advised to wear a personal flotation device (lifejacket) at all times while in/on the vessel.

ASSUMPTION OF RISKS - I am aware that participation in the Activities involves risks, dangers and hazards including, but not limited to: slips and falls while boarding or disembarking from the vessel; overturning of the vessel; loss of balance while in/on the vessel; hypothermia due to exposure to very cold water; drowning; variation in the water conditions, surfaces and currents, including high waves and tides; changing and inclement weather conditions including storms, high wind and lightning; entrapment by trees, logs, rocks or equipment; collision with rocks, trees, logs, deadfall, boating equipment and other vessels; equipment failure; accidents that occur while walking to or from the water including steep slopes in their natural state that may contain many obstacles and hazards, and terrain that may not have been travelled on or climbed before and is not regularly patrolled or inspected; variation in the terrain including holes, depressions, loose gravel, rocks, mud, roots, creeks; impact with trees, tree stumps, forest deadfall, rocks, or other natural or manmade objects on or adjacent to the trails; encounters with

wild and domestic animals; becoming lost or separated from one's party; failure to act safely or within one's ability or to stay within designated areas; and negligence of other persons. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT -

In consideration of the Releasees allowing me to participate in the Activities and for other good and valuable consideration, I hereby agree as follows:

1. TO WAIVE 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 the Activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c.337, ON THE PART OF THE RELEASEES AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.
2. TO HOLD HARMLESS & INDEMNIFY RELEASEES from any & all liability for property damage or personal injury to any 3rd party resulting from my participation in the Activities.
3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.
4. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction.
5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

MARINE LIABILITY ACT - The Marine Liability Act, S.C. 2001, c. 6, may limit the liability of Releasees in the event of an accident resulting in injury or death. In entering into this Agreement, I am not relying on any oral/written representations or statements made by Releasees with respect to the safety of the Activities, other than what is set forth in this Agreement.

I CONFIRM I HAVE READ & UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AM AWARE THAT BY SIGNING IT I AM WAIVING CERTAIN LEGAL RIGHTS I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS & REPRESENTATIVES MAY HAVE AGAINST RELEASEES.

By checking here, I am applying my electronic signature and certifying that I have read this Release of Claims and Assumption of Risk Agreement, fully understanding its terms, understanding that I have given up substantial rights by signing it, and sign freely and voluntarily without inducement.

Further, by checking here, I consent to the use of my electronic signature. I understand that if I wish to sign a hard copy of this agreement instead of an electronic version, I must contact the party requesting signature directly. I agree and understand that my electronic signature is the legally binding equivalent of my handwritten signature and valid as if I signed this document in writing. I understand that I have a right to request a paper copy of this document directly from the party requiring my signature and no fee will be charged for such. I understand that I will need software that allows me to access PDF files to view this document, as well as a printer connected to a computer to print and retain a hard copy of the agreement upon receipt by email.

I Understand and Agree

Minor Waiver Agreement

1 - I, the undersigned give permission for my child/children to participate in the MIHS Float Parade event Aug. 8. I recognize the hazards of boating which are wind, currents, collision with motorboat traffic, waves, drowning, hypothermia and changing weather conditions. I recognize that there is, at all times, a risk of capsizing and I agree that my child is responsible for their own actions with regard to safety at all times during lessons, rentals, out trip tours.

2 - Note: Those participants 18 years of age or under must have a parent or guardian signature acknowledging that they are aware of the above risks, terms and conditions.

By checking here, I am applying my electronic signature and certifying that I have read this Release of Claims and Assumption of Risk Agreement, fully understanding its terms, understanding that I have given up substantial rights by signing it, and sign freely and voluntarily without inducement.

Further, I certify that I am at least 18 years of age and the parent or legal guardian of the identified minor above, or if I am not the parent, that I am authorized by such minor's parent or legal guardian to sign this Agreement on their behalf and that of such minor.

I consent to the use of my electronic signature. I understand that if I wish to sign a hard copy of this agreement instead of an electronic version, I must contact the party requesting signature directly. I agree and understand that my electronic signature is the legally binding equivalent of my handwritten signature and valid as if I signed this document in writing. I understand that I have a right to request a paper copy of this document directly from the party requiring my signature and no fee will be charged for such. I understand that I will need software that allows me to access PDF files to view this document, as well as a printer connected to a computer to print and retain a hard copy of the agreement upon receipt by email.

I Understand and Agree