



# NANAIMO PADDLERS CLUB

## MEMBERSHIP APPLICATION

Date: \_\_\_\_\_

Individual (\$25.00 per year)

New

Family (\$30.00 per year)

Renewal

Names of each applicant: (please print clearly)

Signature of each applicant:

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Mailing address: \_\_\_\_\_

Phone: \_\_\_\_\_ e-mail (for newsletters) \_\_\_\_\_

Do you own a boat?  yes  canoe  kayak  no

Make and model: \_\_\_\_\_

Your experience level (for information only):  novice  intermediate  advanced

Nanaimo Paddlers is an informal group of people who like to paddle together. We organize trips, practice sessions, and social events for ourselves but we do not provide any guiding, training or other professional services. Each club member is responsible for her or his own conduct and safety on and off the water.

**Each member or guest must sign our waiver form at least annually as a condition of participation in Nanaimo Paddlers Club activities. Please be sure your waiver form is filed with our records keeper at the address below a minimum of three days to a week prior to participating in Club activities.**

Please make cheque payable to Nanaimo Paddlers and return with this form the signed waiver forms to:

**A. Bonnell, NP Memberships  
5334 Scenic Place  
Nanaimo, BC V9T 5Z9**

Membership applications are forwarded to our Board of Directors for consideration and you will be advised by mail of your acceptance into the Club.

Thanks for deciding to join the Nanaimo Paddlers Club. We look forward to paddling with you!



# NANAIMO PADDLERS CLUB

## WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

### **READ THIS DOCUMENT CAREFULLY BEFORE SIGNING!**

**THIS IS A RELEASE OF YOUR RIGHTS TO SUE AND AN AGREEMENT BY YOU TO INDEMNIFY THE CLUB AND OTHERS REFERENCED IN THIS AGREEMENT IF ANY OF THEM ARE SUED BECAUSE OF YOUR PARTICIPATION IN THE CLUB'S ACTIVITIES. THIS DOCUMENT MAY BE USED AGAINST YOU IN A COURT OF LAW.**

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In consideration of being permitted to participate in activities organized or sponsored by the Nanaimo Paddlers Club (hereinafter the "Club") including, but not limited to, day and extended paddling trips, equipment testing and demonstrations, water safety and paddling practice sessions, and any activity associated therewith, such as, but not limited to, travel to and from activity locations and camping (hereinafter the Activities"), I the undersigned hereby ACKNOWLEDGE, REPRESENT and AGREE that:

### **Acknowledgement of risk:**

1. I acknowledge that the Activities are inherently dangerous and that due to the nature of water, tides, currents, weather, travel to paddling locations, outdoor living conditions, equipment failure, and human error and failure to abide by safe practices, participation in the Activities involves risk of property damage, serious physical injury, including injury or illness in remote locations, and death, and that serious social and economic losses might result not only from my own actions, inactions or negligence, but also from the actions, inactions or negligence of the Club, its directors, officers, employees, agents, members and persons who lead the Activities (hereinafter "Activity Leaders");
2. I also acknowledge that property damage and physical injury may be compounded or increased by negligent rescue operations or procedures of the Club, its directors, officers, employees, agents and members;
3. Further, there may be other risks not known to me or not reasonably foreseeable at this time associated with my participation in the Activities;
4. I also acknowledge that Club rules are solely for the purpose of regulating Club activities and that it remains my sole responsibility to act and govern myself in such manner as to be responsible for my own safety.

### **Waiver:**

1. I assume all the risks of engaging in the Activities, including determining whether I have the necessary skill level and equipment to participate in the Activities, and waive notice of all conditions, dangers or otherwise, in or about the Activities;
2. I hereby WAIVE any and all claims that I may now and in the future have against the Club, its directors, officers, employees, agents, members and activity Leaders, for personal injury, death, property damage or loss, including economic loss, sustained by me wheresoever and howsoever caused, arising out of, or in connection with or related to my taking part in any Activities and notwithstanding that the same may have been contributed to or occasioned by any act or omission, including negligence and negligent rescue operations, of the Club, its directors, officers, employees, agents, members and Activity Leaders.

**Release:**

I hereby RELEASE and FOREVER DISCHARGE the Club, its directors, officers, employees, agents, members and Activity Leaders from any and all claims or liability for personal injury, death, property damage or loss, including economic loss, sustained by me wheresoever and howsoever caused, arising out of, or in connection with, or related to my taking part in any Activities and notwithstanding that the same may have been contributed to or occasioned by any act or omission, including negligence and negligent rescue operations, of the Club, its directors, officers, employees, agents, members and Activity Leaders.

**Indemnity:**

I hereby agree to HOLD HARMLESS and INDEMNIFY the Club, its directors, officers, employees, agents, members and Activity Leaders, from any and all liability, costs and expenses for any damage to property of or personal injury to or loss sustained by any third party, arising, directly or indirectly, as a result of my intentional or negligent acts or omissions arising out of, or in connection with, or related to my taking part in any Activities, whether or not foreseeable or contributed to by any negligent act or omission of the Club, its directors, officers, employees, agents, members, Activity Leaders, or others.

**Waiver, Release & Indemnity Voluntary**

I acknowledge, understand and agree that I have given up substantial rights by signing this document and sign it voluntarily.

**Binding on Next-of-kin, Heirs, Executors, Administrators & Assigns**

I acknowledge and agree that this Waiver, Release, Assumption of Risk and Indemnity also binds my next-of-kin, heirs, executors, administrators and assigns.

**Entire Agreement, Severability and Governing Law**

1. I acknowledge and agree that no oral representations or statements or inducements have been made to me that change, alter or modify the terms of this agreement and this constitutes the entire agreement between myself and the Club.
2. If it is held by a court of law that one or more of the provisions of this agreement are unenforceable, the remaining provisions shall remain in full force and effect.
3. This agreement shall be governed by, interpreted and applied in accordance with the laws of the Province of British Columbia, without regard to the conflicts or choice of law principles thereof, and shall be as broad and inclusive as permitted by such laws.

**I agree that I have read this agreement, agree with its terms, and confirm that I am at least nineteen (19) years of age and fully competent.**

Date: \_\_\_\_\_

Signature of member/guest: \_\_\_\_\_

Name of member/guest (print clearly): \_\_\_\_\_

Signature of witness: \_\_\_\_\_

Name of witness (print clearly): \_\_\_\_\_