

Kitsilano Yacht Club Consent Form

INFORMED CONSENT, WAIVER AND ACKNOWLEDGMENT OF RISK

To be completed by the participant or, for participants under the age of 19, the guardian of the participant (including a parent, other than a parent who is not a guardian due to a court order, an agreement, or otherwise under the *Family Law Act (B.C.)*).

This Informed Consent, Waiver and Acknowledgment of Risk form is an agreement between you, being the Participant or the Guardian (including a parent, other than a parent who is not a guardian due to a court order, an agreement, or otherwise under the *Family Law Act (British Columbia)*) of the Participant, as named below, and Kitsilano Yacht Club. The choice to participate in any program provided by Kitsilano Yacht Club, including any such program where the services, staff, or equipment of such program are provided by agents of the Kitsilano Yacht Club, is made freely and with understanding of the associated benefits, risks, and responsibilities.

Please initial the two boxes below once you have read and understood, and if you are the Guardian explained to the Participant, the contents of each section of this agreement to indicate having so read, understood, and if applicable explained.

Please sign below to confirm that you, being the Participant or Guardian of the Participant, understand and agree to the terms of this agreement.

PLEASE READ THIS CAREFULLY AND INITIAL AND SIGN ONLY WHEN YOU UNDERSTAND AND, IF APPLICABLE, HAVE EXPLAINED THIS AGREEMENT TO THE PARTICIPANT.

Name of Participant: _____	Date of Birth: _____
Address: _____	City: _____
Province: _____	Postal Code: _____
Name of Guardian: _____	Relationship to Participant: _____
Address: _____	City: _____
Province: _____	Postal Code: _____
Home phone: _____	Work phone: _____
Mobile phone: _____	E-mail: _____
Emergency contact name and phone number: _____	
Health notes: _____	
Program name and date: _____	

The activities offered at Kitsilano Yacht Club, including those where services, staff, and/or equipment are provided by agents of the Kitsilano Yacht Club, are designed to pose appropriate challenges to participants. The enjoyment and educational benefit derived from outdoor activities is, in part, a result of risks inherent in these activities. The benefits of participation include developing self-confidence, leadership, teamwork and interpersonal skills, exposure to outdoor recreation activities, and nature education. While Kitsilano Yacht Club strives to manage risk, it is neither possible nor desirable to eliminate all physical risk.

In consideration of allowing the Participant to participate in any Kitsilano Yacht Club program, event, or activity, including those where services, staff, and/or equipment are provided by agents retained by the Kitsilano Yacht Club, I understand that:

- Kitsilano Yacht Club offers outdoor activities with services, staff, volunteers, and/or equipment provided by Kitsilano Yacht Club or by its agents, which include but are not limited to: instructional courses in sailing, stand up paddle boarding, kayaking, cruising, and other related activities.
- Outdoor activities include inherent risks that may be different or greater than those risks normally assumed at home, work, or school. These risks include but are not limited to: slipping, insect or animal bites, immersion in cold water, hypothermia (cold exposure), hyperthermia (heat exposure), uneven terrain, unpredictability of weather and ocean conditions and the consequences therefrom, psychological and physical reaction to extreme natural forces and conditions, collision with exposed or unexposed hazards including vessels, loss or damage of personal property, injury, permanent disability, and death.
- Communication and emergency response times may be significantly longer than in urban settings.
- I may contact Kitsilano Yacht Club if I have questions about the risks described above or pertaining to any other aspect of the program.

I UNDERSTAND
(and have explained
to the participant if
applicable)

Initial

I agree that participating in Kitsilano Yacht Club programs with services, staff, and/or equipment provided by the Club or its agents requires the Participant to:

1. Share the responsibility for the safety of their self and others during all activities;
2. Follow all instructions and directions of instructors and guides and of Kitsilano Yacht Club staff and rules, failure to do any of which may result in removal from the program; and
3. Assume all the above risks and accept responsibility and costs for all damages and loss resulting from their participation, including any evacuation costs.

I AGREE (and have
explained to the
participant if
applicable)

Initial

I, as the Participant or Guardian of the Participant, am not relying on any oral, written or visual representation or statement by Kitsilano Yacht Club.

I, as the Participant or Guardian of the Participant, in consideration of being allowed to participate in the activities of the Kitsilano Yacht Club, agree to absolutely waive, release and discharge forever, and save harmless and keep indemnified the Kitsilano Yacht Club, and its agents, officials, directors, executives, servants, and representatives, from all claims, actions, demands, costs and expenses of any kind in respect to death, personal injury, or loss or damage to property, however caused, including caused by the negligence of Kitsilano Yacht Club and its respective organizers, agents, directors, officials, executives, servants and representatives. I further understand that this release is binding on my heirs, executors, administrators and assigns.

If I am entering this agreement as the Guardian of the Participant, by signing below I am representing to Kitsilano Yacht Club that I am the Guardian of the Participant, and if I am the parent of the Participant, that I have not had my guardianship terminated by agreement, court order, or otherwise, and that I have either resided with the Participant or am otherwise the Participant's guardian under the *Family Law Act (B.C.)*.

Participant's or Guardian's Signature

Date