

## **RELEASE OF LIABILITY & ASSUMPTION OF RISK AGREEMENT**

### **WAKE BC WAKE CANADA NAUTIQUE REGIONALS LIABILITY WAIVER**

PLEASE READ CAREFULLY BEFORE SIGNING.  
THIS IS A RELEASE OF LIABILITY & WAIVER OF LEGAL RIGHTS.

RELEASE BY ADULT, INDIVIDUAL AND ON BEHALF OF ALL MINOR CHILDREN FROM RESPONSIBILITY FOR ALL NEGLIGENCE UPON ENTERING ONTO THESE PREMISES AND/OR BY PARTICIPATION IN INHERENTLY DANGEROUS ACTIVITY AND INDEMNITY AGREEMENT AND RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.

1. Definitions. The person who is using the facility / park shall be referred to hereinafter as "Participant". The "Undersigned" means only the Participant when the Participant is 18 years of age or older, OR it means both the Participant and the Participant's parents or legal guardian when the Participant is under the age of 18. "Released Parties" mean Wake Canada a Council of Water Ski and Wakeboard Canada; The City of Abbotsford; Valley Wake Park; Fraser Valley Water Ski Club; Water Ski & Wakeboard BC; Wizard Lake Marine; Nautique Boats; The World Wake Association (WWA) or any of its respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, members and shareholders. It also includes the owners of Valley Wake Park 31515 Walmsley Ave, Abbotsford, BC (V2T 6G5). The "Activities" means using any facilities on this property for any purpose.

2. Risk of Activity. The undersigned agree and understand that taking part in the activities of wakeboarding and wakeskating can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The undersigned acknowledge that these activities are inherently dangerous and fully realize the dangers of participating in the activities. The risks and dangers of the activities include, but are not limited to: water flow; tides; currents; wakes; drowning; entanglement; impacts; collisions with other participants; watercraft and other manmade and natural objects; weather conditions; exposure to elements; slips and falls; equipment failure and/or defects; marine and other wild-life; operator error; mental distress from exposure to any of the above; and negligence of others. THE UNDERSIGNED ACKNOWLEDGES AND UNDERSTAND THAT THE DESCRIPTION OF THE RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THESE ACTIVITIES MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS.

Agree to sections 1 & 2:

I Agree

3. Release, Indemnification & Assumption of Risk. In consideration of the Participant being permitted to participate in activities, the undersigned agree as follows:

(a) Release. THE UNDERSIGNED HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE, OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES with respect to any and all claims and causes of action of any nature whether currently known or unknown, which the Undersigned, his/her heirs, next of kin and beneficiaries or any of them have, or which could be asserted on behalf of the Undersigned, his/her heirs, next of kin and beneficiaries in connection with the Participant's participation in the Activities, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract or breach of any statutory or other duty of care, including any duty of care owed under the Occupier's Liability Act.

(b) Indemnification. The Undersigned hereby agree to indemnify, defend and hold harmless the Released Parties from and against any and all liability, cost, expense or damage of any kind or nature whatsoever and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Participants participation in the Activity, including, but not limited to claims of negligence, breach of warranty, or breach of contract.

(c) Assumption of Risk. The Undersigned agree and understand that there are dangers and risks associated with the participation in the Activities and that INJURIES AND/OR DEATH may result from participating in the Activities, including, but not limited to the acts, omissions, representations, carelessness and negligence of the Released Parties. By signing this document, the Undersigned recognize that property loss, injury and death are all possible while participating in the Activities. **RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITIES AND VOLUNTARILY CHOOSE FOR THE PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICIPATION IN THE ACTIVITIES, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.**

Agree to section 3:

I Agree

4. Minor Acknowledgement. In the case of a minor Participant, the Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this agreement. Additionally, by signing this Agreement as the parent, or legal guardian of a minor, the parent, or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. The undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate in the Activities by signing this.

5. Agreement without a parent, or legal guardian's signature. The Participant, under the penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent, or legal guardian of a minor Participant, signing adults represent that they are the legal parent, or guardian of the minor Participant.

6. Medical Care. The Undersigned authorize the Released Parties and/or the authorized personnel to call for medical care for the Participant, or to transport the Participant to a medical facility, or hospital if, in the opinion of such personnel, medical attention is needed. The Undersigned agree to pay all costs associated with such medical care and related transportation.

7. Declaration of Physical Fitness to Wakeboarding and Wakeskating referenced water sports and that the Participant does not have, or suffer from any of the following conditions, which the Undersigned understands may lead to a dangerous situation with regard to the Participant, or to other participants during the participation of the Activities: Epilepsy; Fits, or seizures, severe head injury; recurrent blackouts or giddiness; disease of the brain or nervous system; high blood pressure; lung or heart disease; recurrent weakness or dislocation of any limb; diabetes; mental illness; drug or alcohol addiction; recent back injury; arthritis and severe joint sprains; chronic bronchitis; asthma; rheumatic fever; thyroid adrenal or other glandular disorder; recent blood donation or any other condition that requires the regular use of prescription medication. The Undersigned also declares that the Participant has no physical or mental condition that should preclude the Participant from participating in their chosen Activity. The Undersigned also agrees that the Participant is NOT participating against medical advice or treatment, and that the Participant has not been diagnosed by a registered medical professional as having a terminal illness. The Undersigned understands that even if the Participant

has a health condition as stated above of which neither party is aware, by signing this form, the Participant still chooses to participate in these Activities, the Undersigned agrees to waive all responsibilities to all above mentioned parties concerning any consequences that would result from any actions. The Undersigned further declares that in the event that the Participant feels ill, or unwell, has any physical complaints whatsoever, or if an injury is sustained of any kind during the course of the above mentioned water sports activities, the Undersigned, or Participant will notify the staff on duty immediately and before leaving the premises.

Agree to section 4 - 7:

I Agree

8. Use of a Personal Flotation Device (PFD). The Undersigned understands and agrees that each Participant is required to wear and use proper safety equipment, whether required by the provincial/ local law or not. When taking part in ANY Activities, each Participant will wear an approved Personal Flotation Device (PFD).

9. Drugs and Alcohol Policy. The Use of drugs and/or alcohol on the premises is STRICTLY PROHIBITED. Any Participant found with drugs and/or alcohol in their possession will be required to leave the premises. In addition, if any Valley Wake Park Staff Member suspects, or believes the Participant is: (a) under the influence of drugs and/or alcohol, or (b) takes or consumes alcohol or drugs, the Undersigned acknowledges that the Participant will be required to exit the premises without a refund.

10. Photography and Video Release. The Undersigned for sufficient consideration, receipt of which is hereby acknowledged, hereby irrevocably grant the released parties the right to record my likeness and/or voice on tape, film or digital media, to edit such tape, film or digital media at its discretion; to incorporate the same into video, TV, radio, web or print advertisement or video; and to use or authorize the use of such tape, film and videotape or any portion thereof in any manner or media at any time through the world in perpetuity and to use my likeness, voice and biographical and other information concerning me in connection therewith including promotion in all media without any compensation to me. I hereby release the Released Parties and anyone using said tape, film or digital media from any and all claims, damages, liabilities costs and expenses which I now have or may hereafter acquire by reason of any use thereof. The Undersigned hereby grants the released parties, its successors, affiliates, and partners the exclusive right to review, edit, and control all tape, film or digital media that I create or own that depicts the Premises or has been recorded at the Premises. The Undersigned understands and acknowledges that the released parties, its successors, affiliates, and partners shall have sole and exclusive control of any of my tapes, films and digital media that depicts the Premises or is recorded upon the Premises and that they may, in their sole discretion, request I remove any such tape, film or digital media from my possession or from any website, film, or video. The Undersigned further understands and agrees that should I fail to comply with any such request or otherwise fail to cooperate or fail to cause any tape, film, or digital media to be removed, The Undersigned agrees to pay the released parties, its successors, affiliates, and partners all costs, including reasonable attorneys' fees incurred in obtaining such removal. The Undersigned further agrees that the released parties may obtain appropriate injunctive relief against me without need for bond, and that I will be liable for all damages that the released parties suffers as a result of my failing to comply with this provision of the Participation Agreement.

11. Miscellaneous. The Undersigned further agree and understand: (a) the Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances;

(b) this Agreement shall be governed by the laws of the Province of BC and the exclusive jurisdiction and venue for any claim arising out of this agreement shall be the courts of BC, and the Undersigned expressly agree and consent to jurisdiction in said court;

(c) this Agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter hereof; (d) the Undersigned understand and Acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the intent of the Undersigned that this Agreement shall be binding upon the assignees, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.

12. COVID-19. The Undersigned further agree and understand: (a) The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. The Released Parties have put in place preventative measures to reduce the spread of COVID-19; however, the Released Parties cannot guarantee that the Participant will not become infected with COVID-19. Further, participating in the Activities could increase the Participant's risk of contracting COVID-19; b) The Undersigned is participating voluntarily in the Activities.

In consideration of that participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards and may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to contracting COVID-19 or any other contagious disease;

c) In consideration of the Released Parties allowing the Undersigned to participate in the Activities, the Parties agree: That COVID-19 is contagious in nature and the Participant may be exposed to, or infected by, COVID-19 and such exposure may result in personal injury, illness, permanent disability, or death; d) The Undersigned agree to adhere strictly to all protocols and measures established by the Released Parties. The Released Parties reserve the right to remove the Undersigned from the property should they be in breach of these protocols; e) The Undersigned further agree to complete and adhere to the Water Ski Wakeboard Canada and Valley Wake Park

DECLARATION OF COMPLIANCE: COVID-19 and ensure that this remains valid throughout the dates that this Agreement remains valid (through 31st December 2020).

Agree to section 8 - 12:

I Agree

I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS.  
I UNDERSTAND AND AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

I Agree      Participant Name: \_\_\_\_\_

Signature (18 & Over): \_\_\_\_\_

Participants Under Age 18

Parent / Guardian Name: \_\_\_\_\_

Parent / Guardian Signature: \_\_\_\_\_

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

**WATER SKI WAKEBOARD CANADA INFORMED CONSENT, ASSUMPTION OF RISK,  
RELEASE OF LIABILITY, WAIVER OF CLAIMS & INDEMNITY AGREEMENT**

WARNING! By signing this document you will waive certain legal rights, including the right to sue. Please read carefully.

1. This is a binding legal agreement; therefore clarify any questions or concerns before signing. As a Participant participating in sanctioned Water Ski & Wakeboard Canada activities, which includes events, tournaments, training, competitions, clinics, camps, clubs, schools, workshops and seminars (collectively the "Activities"), the undersigned, being the Participant(s) and, if applicable, the Parent/Guardian of the Participant(s) (collectively the "Parties") acknowledge and agree to the following terms outlined in this document.

Disclaimer

2. Water Ski & Wakeboard Canada, affiliated Provincial Associations, member clubs and schools (including Valley Wake Park), their respective Directors, Officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners or operators of the facilities in which the Activities take place, and representatives (collectively the "Organization"), are not responsible for any injury, personal injury, damage, property damage, expense, death, loss of income or loss of any kind suffered by a Participant during, or as a result of, the Activities, caused by the risks, dangers and hazards associated with the Activities in any manner whatsoever including, but not limited to, the negligence of the Organization or its Affiliates.

Agree to sections 1 & 2:

I Agree

Description and Acknowledgement of Risks

3. The Parties understand and acknowledge that:

a) The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life;

b) The Organization may offer or promote online programming (such as webinars, remote conferences, workshops, and online training) which have different foreseeable and unforeseeable risks than in-person programming;

c) The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of the Participant's fitness or abilities, may give incomplete warnings or instructions, may misjudge weather or environmental conditions, and the equipment being used might malfunction; and

d) The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19; however, the Organization cannot guarantee that the Participant will not become infected with COVID-19. Further, participating in the Activities could increase the Participant's risk of contracting COVID-19.

4. The Participant is participating voluntarily in the Activities. In consideration of that participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards and may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to:

- a) Contracting COVID-19 or any other contagious disease;
- b) Privacy breaches, hacking, technology malfunction or damage;
- c) Executing strenuous and demanding physical techniques and exerting and stretching various muscle groups;
- d) Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
- e) Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- f) Failure to follow instructions or rules;
- g) Spinal cord injuries which may render the Participant permanently paralyzed;
- h) Serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of the Participant's body or to the Participant's general health and well-being;
- i) Blunt force trauma, serious soft tissue injuries, abrasions, sprains, strains, fractures, or dislocations;
- j) Concussion or other head injuries, including but not limited to, closed head injury or blunt head trauma;
- k) Physical contact with other participants, spectators, equipment, and hazards;
- l) Water hazards, waves, unstable surfaces and extreme weather conditions;
- m) Extreme speeds and heights relating to towed water sports;
- n) Jumps, water features and obstacles, buoys and other structures that are placed in the water;
- o) Drowning due to: equipment failure or entanglement, falling out boat/watercraft into the water or being knocked unconscious while participating in a towed water sport;
- p) Not wearing appropriate safety equipment or failure to act safely or within the Participant's ability or designated areas;
- q) Negligence of other persons, including other spectators, participants or employees;
- r) Contact, colliding, falling or being struck by other participants or equipment; and
- s) Travel to and from competitive events and associated non-competitive events which are an integral part of the Activities.

Agree to sections 3 & 4:

I Agree

## Terms

5. In consideration of the Organization allowing the Participant to participate in the Activities, the Parties agree:

- a) That the Participant is expected to wear an appropriate floatation and impact protection device when participating on the water;
- b) That when the Participant practices or trains in their own space, the Parties are responsible for the Participant's surroundings and the location and equipment that is selected for the Participant;
- c) That the Participant's mental and physical condition is appropriate to participate in the Activities and the Parties assume all risks related to the Participant's mental and physical condition;
- d) That the Participant may experience anxiety while challenging himself or herself during the activities, events and programs as well as the risks will increase as the Participant becomes fatigued;
- e) To comply with the rules and regulations for participation in the Activities and to comply with the rules and regulations of the course, facility or equipment;
- f) That if the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation and bring their observations to a representative of the Organization immediately;
- g) The risks associated with the Activities are increased when the Participant is impaired and the Participant will not participate if impaired in any way;
- h) That it is their sole responsibility to assess whether any Activities are too difficult for the Participant. By the Participant commencing the Activity, they acknowledge and accept the suitability and conditions of the Activity;
- i) That COVID-19 is contagious in nature and the Participant may be exposed to, or infected by, COVID-19 and such exposure may result in personal injury, illness, permanent disability, or death; and
- j) That they are responsible for their choice of the Participant's safety or protective equipment and the secure fitting of that equipment.

## Release of Liability

6. In consideration of the Organization allowing the Participant to participate, the Parties agree:

- a) That the Participant's physical condition has been verified by a medical doctor to participate;
- b) The sole responsibility for the Participant's safety remains with the Participant;
- c) The Participant ASSUMES all risks arising out of, associated with or related to their participation;
- e) The Participant WAIVES any and all claims that they may have now or in the future against the Organization;
- f) The Participant FREELY ACCEPTS AND FULLY ASSUMES all such risks and possibility of personal injury, death, property damage, vehicle damage, equipment damage, expense and related loss, including loss of income, resulting from their participation in the activities, events and programs of the Organization; and



g) The Participant FOREVER RELEASES AND INDEMNIFIES the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which I may have or may in the future, that might arise out of, result from, or relate to my participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization.

7. In consideration of the Organization allowing the Participant to participate, the Parties agree:

a) That the Parties are not relying on any oral or written statements made by the Organization or their agents, whether in brochure or advertisement or in individual conversations, to agree to participate in the Activities;

b) That the Organization is not responsible or liable for any damage to the Participant's vehicle, property, or equipment that may occur as a result of the Activities; and

c) That this Agreement, including release, waiver and indemnity is intended to be as broad and inclusive as is permitted by the law of the Province of BC and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

#### Jurisdiction

8. The Parties agree that in the event that they file a lawsuit against the Organization, they agree to do so solely in the Province of BC and they further agree that the substantive law of the Province of BC will apply without regard to conflict of law rules.

Agree to sections 5 - 8:

I Agree

#### Acknowledgement

9. The Parties acknowledge that they have read this agreement and understand it, that they have executed this agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, their spouses, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

Agree to section 9:

I Agree      Participant Name: \_\_\_\_\_

Signature (18 & Over): \_\_\_\_\_

#### Participants Under Age 18

Parent / Guardian Name: \_\_\_\_\_

Parent / Guardian Signature: \_\_\_\_\_

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

## **DECLARATION OF COMPLIANCE: COVID-19**

### **WARNING!**

**ALL PARTICIPANTS ENTERING THE WAKE CANADA NAUTIQUE WAKE BC REGIONALS  
MUST COMPLY WITH THIS DECLARATION**

Water Ski & Wakeboard Canada and Water Ski & Wakeboard BC (collectively the "Organization") require the disclosure of exposure or illness in order to safeguard the health and safety of all participants and limit the further outbreak of COVID-19. This Declaration of Compliance will be kept safely and personal information will not be disclosed unless as required by law or with your consent.

A Participant (or the Participant's parent/guardian, if the Participant is younger than 18 years old) who is unable to agree to the terms outlined in this document is not permitted to enter the Organization's facilities or participate in the Organization's activities, programs, or services.

I, the undersigned being the Participant named above and the Participant's parent/guardian (if the Participant is younger than 18 years old), hereby acknowledge and agree to the terms outlined in this document:

- 1) The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19 and requires all Participants (and their parent/guardian, when applicable) to adhere to the compliance standards described in this document.
- 2) The Participant has not been diagnosed with COVID-19 OR if the Participant was diagnosed with COVID-19, the Participant was cleared as noncontagious by provincial or local public health authorities more than 14 days prior to the date this Declaration of Compliance was signed.
- 3) The Participant has not been exposed to a person with a confirmed or suspected case of COVID-19 OR if the Participant was exposed to a person with a confirmed or suspected case of COVID-19, the date of exposure was more than 14 days prior to the date this Declaration of Compliance was signed.
- 4) The Participant is attending or participating voluntarily and understands the risks associated with COVID-19. The Participant (or the Participant's parent/guardian, on behalf of the Participant - when applicable) agrees to assume those risks, including but not limited to exposure and being infected.
- 5) The Participant has not, nor has anyone in the Participant's household, experienced cold or flu-like symptoms in the last 14 days (including fever, cough, sore throat, shortness of breath, respiratory illness, difficulty breathing).
- 6) If the Participant experiences, or if anyone in the Participant's household experiences, any cold or flu-like symptoms after submitting this Declaration of Compliance, the Participant will immediately isolate and not attend any of the Organization's facilities, activities, programs or services until at least 14 days have passed since those symptoms were last experienced.

7) The Participant has not, nor has any member of the Participant's household, travelled to or had a lay-over in any country outside Canada in the past 14 days. If the Participant travels, or if anyone in the Participant's household travels, outside Canada after submitting this Declaration of Compliance, the Participant will not attend any of the Organization's facilities, activities, programs or services until at least 14 days have passed since the date of return.

8) The Participant is following recommended guidelines, including but not limited to, practicing physical distancing, trying to maintain separation of six feet from others, frequent hand-washing, and otherwise limiting exposure to COVID-19.

9) The Participant will follow the safety, physical distancing and hygiene protocols of the Organization.

10) This document will remain in effect until the Organization, per the direction of the provincial government and provincial health officials, determines that the acknowledgements in this Declaration of Compliance are no longer required.

11) The Organization may remove the Participant from the facility or from participation in the activities, programs or services of the Organization at any time and for any reason if the Organization believes, in its sole discretion, that the Participant is no longer in compliance with any of the compliance standards described in this document.

Agree to the DECLARATION OF COMPLIANCE: COVID-19

I Agree      Participant Name: \_\_\_\_\_

Signature (18 & Over): \_\_\_\_\_

Participants Under Age 18

Parent / Guardian Name: \_\_\_\_\_

Parent / Guardian Signature: \_\_\_\_\_

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