

Salt Spring Paddlers Club

Membership Application

Name: (Please Print) First: _____ Last: _____

Address: _____ City: _____

Postal Code: _____

Phone: (____) _____ - _____

I give permission to list my contact number on the member's only section of the website.

Email: _____

I give permission to list my email address on the member's only section of the website.

Emergency Contact: Name: _____ Phone: _____

I will not distribute or share any member's personal or private information in any way.

The Club organizes and schedules day paddles to suit a variety of skill levels. For the purposes of event planning please indicate below the level that best describes your paddling comfort:

- Novice:** Comfortable on paddles of less than 5 nautical miles in sheltered waters
- Intermediate:** Comfortable with moderate crossings of 1-2 nautical miles and distances of 6 to 12 nautical miles per/day
- Experienced:** Can paddle, distances >12 nautical miles; major crossings >2 nautical miles; shores exposed to winds and currents

Membership Agreement

As a member I understand and confirm that:

1. Salt Spring Island Paddlers Club is a social group for people with an active interest in recreational paddling;
2. Salt Spring Island Paddlers Club depends crucially on my willingness to volunteer and support activities;
3. Salt Spring Island Paddlers Club operates on democratic principles and within Guidelines developed for the safety and benefit of its members;
4. Annual Membership dues are \$25 per individual due April 1st each year;
5. It is my responsibility to ensure that I have the necessary skills, experience, fitness and equipment commensurate with the requirements for any activity I choose to participate in;
6. I have had sufficient training to perform a self-rescue and an assisted rescue in a competent manner; and,
7. In all activities I am responsible for my own safety, for having suitable first aid supplies and ensuring all my paddling equipment, including that required by the Canadian Coast Guard is in good working order.

I agree to abide by the above principles and terms of membership.

Signature of Applicant _____ day of _____, 20____

Notes:

1. Please make e-transfer for dues payable to Salt Spring Paddlers.
2. It is required that you read and sign this Membership Application Form and also read and sign the Waiver Form.
3. For Membership Applications to be considered all sections MUST be completed.
4. Membership Application forms without a completed waiver will not be accepted.

**SALT SPRING 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 OF ANY LEGAL RESPONSIBILITY BECAUSE OF YOUR PARTICIPATION IN THE CLUB'S ACTIVITIES. THIS DOCUMENT MAY BE USED AGAINST YOU IN A COURT OF LAW .

In consideration of being permitted to participate in activities organized or sponsored by **Salt Spring 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 kayaking is a potentially dangerous activity. Hazards include strong and unpredictable currents; cold water; sweepers (partially submerged trees and logs); rocks; deep, uneven and jagged river, lake and ocean bottoms; unstable and potentially harmful paddle craft; sudden and unpredictable changes in the weather; hypothermia; equipment failure, human error and failure to abide by safe practices, as well as any and all hazards associated with paddling, racing, camping, portaging, wilderness traveling and other pursuits of the Club, including but not limited to risk of property loss and 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, negligence, gross negligence, breach of contract or breach of any statutory or other duty of care, but also from the actions, inactions or negligence, gross negligence, breach of contract or breach of any statutory or other duty of care on the part of the Club, its members and persons who lead the Activities (hereinafter the "Activity Leaders").
2. I acknowledge that property damage and physical injury may be compounded or increased by negligent rescue operations or procedures of the Club, its members and Activity Leaders;
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 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.
5. In addition, I acknowledge that any communicable disease, including Covid-19, may be transmitted between participants at Club activities.

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 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, GROSS NEGLIGENCE, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, on the part of the Club, its members and Activity Leaders.

Release:

I hereby RELEASE and FOREVER DISCHARGE the Club, its 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, GROSS NEGLIGENCE, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, on the part of the Club, its members and Activity Leaders.

Indemnity:

I hereby agree to HOLD HARMLESS and INDEMNIFY the Club, its members and Activity Leaders, from any and all liability, costs and expenses for any damage to property or personal injury to or loss sustained by any third party, arising, directly or indirectly, as a result of my intentional or negligent act; 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 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.

Use of Image

I give permission to allow photographs taken of me during Club activities to be used to further the awareness of paddling and the Club's activities.

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 Waiver and Agreement, agree with its terms, and confirm that I am at least nineteen (19) years of age and fully competent.

_____ day of _____, 20_____

Signature of Witness

Signature of Participant

Print Name

Print Name