



## Policies and Procedures - Athletes

Name:	Approved:	Replaced:
Boat and Equipment Transportation Policy	March 2011	

1. Private boat owners are responsible for making their own arrangements for the transportation of their boat and equipment to and from paddling events and practices. Canoe Kayak BC (CKBC) and its member clubs are not responsible for the transportation of private boats.
2. However, on certain occasions CKBC or one of its member clubs may agree to transport private boats or other equipment on CKBC trailers or member club trailers to various events (e.g. training camps, regattas, and other off-site training sessions) throughout the season when space is available on the trailer(s).
3. On those occasions, it is the responsibility of the owner to request transportation of their boat on CKBC or member club trailers, or on private cars of CKBC or member club employees, directors, officers, or agents.
4. It is the sole responsibility of boat and equipment owners to ensure that their boat and/or equipment is properly secured prior to it being transported. CKBC and its member clubs will assume no liability for transporting privately owned boats or equipment.
5. Before privately owned boats or equipment are transported by CKBC or a member club, the owner of the boat(s) or equipment must complete the "Boat and Equipment Transportation – Release of Liability" attached to this policy as Appendix A and provide the originally signed copy to CKBC.
6. CKBC strongly recommends that all boat owners purchase insurance coverage for their boat and equipment.

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## Boat and Equipment Transportation – Release of Liability

Name:

Address:

### WHEREAS:

- a) I own the following boat and equipment (collectively, the "Equipment"): (year, make, model, color, serial number)
- b) I wish for Canoe Racing BC, operating as Canoe Kayak BC, or its directors, officers, employees, agents, contractors, representatives, and/or member clubs (hereafter in this document collectively referred to as "CKBC") to transport the Equipment on their trailers or vehicles.

### 1.0 ASSUMPTIONS OF RISKS

- 1.1 I am aware that there are risks associated with the Equipment being transported by CKBC, including but not limited to the risk that the Equipment may be damaged or lost in transport or storage. These risks may include, but are not limited to, vehicle rollovers, automobile accidents, overloaded or improperly fastened roof racks, overloaded or improperly fastened trailers, inclement weather, unsafe driving, road hazards, human error, the negligence of other drivers, the NEGLIGENCE ON THE PART OF CKBC, INCLUDING THROUGH THEIR FAILURE OR NEGLIGENCE TO PROTECT THE EQUIPMENT FROM LOSS OR DAMAGE.
- 1.2 I expressly assume all responsibility and liability for ensuring that the Equipment is properly secured for transport.

### 2.0 RELEASE OF LIABILITY

- 2.1 In consideration of CKBC transporting my Equipment, and for good and other consideration, the receipt and sufficiency of which is acknowledged, I agree as follows:
  - a) TO WAIVE ANY AND ALL CLAIMS that I have or may have against CKBC and its directors, officers, employees, agents, contractors, representatives, and/or member clubs (hereafter referred to as the "Releasees") from any and all liability for any loss, damage, expense, or injury that I may suffer as a result of the Equipment being transported by CKBC DUE TO ANY CAUSE WHATSOEVER, INCLUDING THE NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT THE EQUIPMENT;
  - b) TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability arising to any third party from the EQUIPMENT being transported by CKBC;
  - c) This Agreement shall be governed and interpreted in accordance with the laws of the Province of British Columbia and any litigation involving the parties to this Agreement shall be within the exclusive jurisdiction of the Courts of British Columbia.
- 2.2 In entering into this Agreement, I am not relying on any oral or written representations or statements made by the Releasees and agree that this is the entire agreement between me and CKBC.
- 2.3 I confirm that I have read and understood this Agreement prior to signing it. By signing this Agreement, I am aware that I am waiving certain legal rights that I may have against the Releasees.

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2.4 This agreement is valid for the calendar year, and remains in force for that calendar year unless revoked in writing by me (or my parent) or CKBC.

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Athlete Printed Name

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Athlete Signature

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Parent Printed Name (if under 19)

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Parent Signature

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Date

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