

JUNIOR INFORMED CONSENT AND ACKNOWLEDGEMENT OF RISKS

PLEASE READ CAREFULLY

LOTUS SPORTS CLUB

BURNABY, B.C.

- To:** LOTUS SPORTS CLUB ("LOTUS") and its respective directors, officers, members, agents, officials, organizers, volunteers, and other representatives (collectively referred to as the "Club");
- And to:** Vancouver Fraser Port Authority, City of Burnaby and its Board of Parks & Recreation, the Burnaby Police Board, and their respective directors, officials, officers, members, organizers, employees, volunteers, servants & agents, and other representatives (collectively, the "City")

IN CONSIDERATION of LOTUS accepting application from the undersigned and the Club allowing the undersigned junior participant ("**Junior Participant**") to participate in club activities organized by Lotus Sports Club ("LOTUS Activities"), the undersigned parent and/or legal guardian agrees, in respect of the Junior Participant for whom he or she is the parent or legal guardian, as follows:

1. **COMPLIANCE WITH RULES.** The Junior Participant is required to abide by the rules and regulations established by the Canadian Outrigger Racing Association or LOTUS applicable to LOTUS Activities, including, without limitation, the wearing of a personal floatation device (PFD). During the Junior Participant's participation in LOTUS Activities, the Junior Participant is expected to act responsibly with a view to preserving his or her own safety and the safety of other participants.
2. **RISKS, DANGERS AND HAZARDS.** I acknowledge that participation in LOTUS Activities, in addition to usual dangers and risks associated with outdoor recreation activities (collectively, the "Inherent Risks"), involve certain additional dangers, risks and hazards (collectively, the "Additional Risks"), some of which include but are not limited to: physical exertion for which the Junior Participant may not be prepared; weather extremes, including sudden and unexpected changes; dangerous water conditions, including cold water and movement, waves, currents, rapids and white water; immersion in cold water; hypothermia; underwater entrapment; collision with natural and man-made objects; equipment malfunction or failure; accidents in loading, moving and storing boats and equipment; increased chance of exposure to viruses or other illnesses that may be present in the general population and/or public spaces; and delay or inability for rescue or medical treatment in a timely manner. I have informed the Junior Participant for whom I am the parent or legal guardian of the Inherent Risks and Additional Risks associated with participating in LOTUS Activities.
3. **INFORMED CONSENT; ACKNOWLEDGEMENT OF RISKS.** I am the parent or legal guardian of the Junior Participant set beside my name below and I hereby freely consent to the Junior Participant's participation in LOTUS Activities. I acknowledge and am fully aware that in participating in LOTUS Activities, the Junior Participant is being exposed to risks of personal injury, death or property damage or loss, which may result from many causes, including but not limited to, the Inherent Risks, the Additional Risks, active or passive negligence, imprudence, lack of skill, error of judgment, breach of contract or breach of statutory duty of care on the part of LOTUS, the Hosts or other Event participants. I acknowledge that the Junior Participant is voluntarily participating in LOTUS Activities for his or her benefit and enjoyment and the excitement associated with LOTUS Activities, despite being informed of the risks associated therewith.
4. **MEDIA RELEASE.** I hereby grant LOTUS and its members, volunteers, professional photographers and the media the absolute right and permission to take during the Event, and to use and publish, photographs of the Junior Participant, still or moving, with or without the Junior Participant's name, and to reproduce same through any media, for artistic, promotional, advertising, web content or other commercial and non-commercial purposes, and neither I nor the Junior Participant shall be entitled to any monetary compensation of any kind in respect thereof.
5. **GENERAL PROVISIONS:** This Agreement shall be binding on not only me, but my next of kin, heirs, executors, administrators and assigns. If any provision of this Agreement is held invalid or unenforceable, it will be severed herefrom and will not affect the validity or enforceability of the remainder hereof. This Agreement sets out the entire agreement between the parties regarding the subject matter hereof and may not be amended. This Agreement shall be governed by the laws of British Columbia, Canada.

THE UNDERSIGNED JUNIOR PARTICIPANT HAS READ AND UNDERSTANDS SECTIONS 1 AND 2 ABOVE.

THE UNDERSIGNED PARENT AND/OR LEGAL GUARDIAN CERTIFIES THAT HE OR SHE:

- (i) IS THE PARENT OR LEGAL GUARDIAN OF THE JUNIOR PARTICIPANT SET OUT BELOW WITH THE RIGHT TO CONSENT TO SUCH JUNIOR PARTICIPANT'S PARTICIPATION IN LOTUS ACTIVITIES,
- (ii) HAS READ AND UNDERSTANDS THE TERMS OF THIS AGREEMENT BEFORE SIGNING IT, AND
- (iii) BY SIGNING THIS AGREEMENT IS GIVING UP CERTAIN LEGAL RIGHTS THAT HE OR SHE OR HIS OR HER LEGAL REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

THE UNDERSIGNED PARENT OR GUARDIAN ACKNOWLEDGES HAVING BEEN GIVEN THE OPPORTUNITY TO CONSULT A LAWYER FOR INDEPENDENT LEGAL ADVICE.

Signed this _____ day of _____, _____ at Burnaby, British Columbia.
Day Month Year

PRINT PARENT/GUARDIAN NAME

PARENT/GUARDIAN SIGNATURE

DATE

PRINT JUNIOR PARTICIPANT NAME

JUNIOR PARTICIPANT SIGNATURE

DATE