

This Agreement made [Date _____]

BETWEEN:

VICTORIA CITY ROWING CLUB, a British Columbia society,
having its address at 5100 Patricia Bay Highway, Victoria, British
Columbia V8Y 2T6

(“VCRC”)

AND:

Full name and address

(the “Borrower”)

WHEREAS:

A. VCRC owns the following boat and all attachments and accessories to it (collectively the “Rowing Equipment”):

Euro Diffusion – Open Water Rowing Scull

B. The replacement value of the Rowing Equipment is \$6,500.

C. the Borrower wishes to borrow the Rowing Equipment from VCRC on the terms contained in this Agreement.

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

Delivery and Return

1. VCRC will deliver the Rowing Equipment to the Borrower on [Date _____], at the Elk Lake Boathouse, 5100 Patricia Bay Highway, Victoria, B.C.

2. The Borrower will return the Rowing Equipment to VCRC at the Elk Lake Boathouse on [Date _____] in the same condition in which it was delivered.

3. Immediately before returning the Rowing Equipment to VCRC, the Borrower will thoroughly wash and clean the Rowing Equipment. Without limiting the generality of the foregoing, if the Rowing Equipment has been used in salt water, the Borrower will:

a. remove all parts, including riggers and foot-stretchers, from the hull, wash them in soapy fresh water, and rinse them in fresh water; and

b. fully reassemble the parts and the hull.

Use

5. The Borrower will supply a roof rack or trailer suitable for the safe secure transportation of the Rowing Equipment.
6. The Borrower will use the Rowing Equipment only in accordance with the itinerary or itineraries (the "Float Plan") identified in Schedule "A" to this Agreement.
7. The Borrower will deliver a copy of the Float Plan to the person identified as the Emergency Contact in Schedule "A" and will instruct the Emergency Contact to immediately notify appropriate authorities and VCRC of any emergency or other incident involving the Rowing Equipment.
8. The Borrower will provide all safety equipment and obey all rules, regulations and directions as required by Transport Canada, the Canadian Coast Guard or other agency of the governments of Canada or British Columbia in the use of the Rowing Equipment.

Indemnity and Insurance

9. The Borrower will indemnify VCRC for and save VCRC harmless from and against all damage to the Rowing Equipment or any of it and damage or injury to any property, person or persons arising from the use of the Rowing Equipment between the delivery of the Rowing Equipment to the Borrower and its return to VCRC.
10. The Borrower will
 - a. insure the Rowing Equipment against loss or damage, no matter how caused, from its delivery until its return, for its full replacement value with loss payable to VCRC; and
 - b. carry third party public liability insurance coverage to a limit of at least \$5,000,000 in relation to the use of the Rowing Equipment

(collectively, "Insurance").

Borrower's Representations

11. The Borrower represents that the Borrower:
 - a. has inspected the Rowing Equipment and found it to be
 - i) in sound and safe condition and free of defects that would affect its safe reliable use, and
 - ii) free of superficial damage except as noted in Schedule "B" to this Agreement;
 - b. has sufficient knowledge of tides, currents, marine charts and weather to safely use the Rowing Equipment;

- c. is a member in good standing of VCRC;
- d. is a current member of Rowing Canada Aviron, Member No. _____;
- e. has at least one year of coached rowing experience; and
- f. has signed the Waiver attached and forming Schedule "C" to this Agreement.

Condition Precedent

12. It is a condition precedent to VCRC's obligations under this agreement that the Borrower provide to VCRC, prior to VCRC delivering the Rowing Equipment, proof of Insurance satisfactory to VCRC.

The parties have signed this Agreement at Victoria, British Columbia, *[Date]*.

VICTORIA CITY ROWING CLUB by:

Club Manager or Masters Head Coach

SIGNED by the Borrower in the presence of:)
)
)
 _____)
)
 _____)
)
 _____)
)

[Print Name, cap]

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Schedule "A"
Float Plan

Itinerary 1

Launch Location _____

Destination _____

Proposed Route _____

Itinerary 2

Launch Location _____

Destination _____

Proposed Route _____

Itinerary 3

Launch Location _____

Destination _____

Proposed Route _____

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Schedule "A" (continued)

Emergency Contact: _____
Full Name

Address: _____

Home phone: _____

Work phone: _____

Cell: _____

Schedule "B"

Identify damage or defects at time of borrowing.
Re-inspect at return and circle any new areas.

RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

OPEN WATER ROWING

IN CONSIDERATION of and for the VICTORIA CITY ROWING CLUB ("VCRC") permitting me to use coastal rowing equipment available through VCRC, such as the EuroDiffusion Yole 18, and attachments and accessories to that equipment (the "Rowing Equipment"), I, the undersigned, for myself, and, in the event of my death or incapacity, my heirs, next-of-kin, executors, administrators and representatives, agree with VCRC, its directors, officers, agents, employees, coaches, contractors, members, volunteers, other participants in the Rowing Activities, regatta organizers, sponsors, advertisers and owners and lessors of any premises on which any of the Rowing Activities takes place (collectively the "Releasees") as follows:

I WARRANT AND REPRESENT, both now and throughout my participation in the Rowing Activities, that:

1. I understand that boats, such as the Rowing Equipment, designed for rowing in coastal waters, including but not limited to surf, rough water and swells, are unstable and that rowers face away from the direction in which they are rowing. I understand that use of the Rowing Equipment involves danger and the risk of serious bodily injury, including but not limited to partial or permanent disability; paralysis; death; and other risks, such as social or economic loss, either unknown or not foreseeable now (collectively the "Risks"). I further understand that the Risks may arise from dangers including, but not limited to, the physical exertion involved in rowing; carrying boats; placing boats in and lifting them out of the water and storage locations; collision with another boat, or a floating or stationary object; equipment malfunction; capsizing; swamping in waves caused by passing vessels or adverse weather; hypothermia; hyperthermia; and drowning.

2. I understand that my own action or inaction, the action or inaction of others, the conditions in which use of the Rowing Equipment takes place, or the negligence of one or more of the Releasees may expose me to danger and the Risks.

3. I am in good health and am medically fit to use the Rowing Equipment. Without limiting the generality of the forgoing, I do not suffer from a heart condition or other ailment that use of the Rowing Equipment could aggravate. Further, either I am able to swim 100 meters immediately after which I can tread water for 15 minutes, or I hold the Bronze Cross/Medallion in swimming, or both.

I AGREE THAT:

4. I will at all times obey all safety rules established by VCRC and all safety rules established by the Victoria Rowing Society.

5. I will obey all rules, regulations and directions as required by Transport Canada, the Canadian Coast Guard or other agency of the governments of Canada

or British Columbia in the use of the Rowing Equipment.

6. I am responsible for my own safety and will use the Rowing Equipment within the limits of my abilities. At any time I believe that use of the Rowing Equipment or the conditions in which I am using it are unsafe or beyond my abilities, I will immediately cease to use the Rowing Equipment.

7. I fully accept and assume the Risks and full responsibility for all injury, damages, loss and costs I may suffer arising from my use of the Rowing Equipment.

8. I will indemnify, save and hold harmless the Releasees from any and all liability for any property damage or personal injury to the Releasees or any of them, or to any third party, resulting from my use of the Rowing Equipment.

9. If, despite this Agreement, I or anyone on my behalf makes a claim against the Releasees or any of them, I will indemnify, save and hold harmless the Releasees and each of them from any liability, claims, demands, loss, damages or costs which they or any of them may incur as a result of that claim.

I HEREBY WAIVE ANY AND ALL CLAIMS THAT I HAVE OR IN THE FUTURE MAY HAVE AGAINST THE RELEASEES AND RELEASE AND FOREVER DISCHARGE THE RELEASEES and each of them from any and all liability for any loss, damage, expense or injury, including death, that I or any of my next-of-kin may suffer arising from my use of the Rowing Equipment due, or alleged to be due, to any cause whatsoever, in whole or in part, including but not limited to negligence, breach of contract, breach of any statutory or other duty of care, of the Releasees or any of them, and further including but not limited to failure on the part of the Releasees or any of them to safeguard and protect me from the Risks and the dangers of using the Rowing Equipment, and negligence in any rescue operations any of them may undertake.

I have read this Agreement. I fully understand its terms and that I have given up substantial rights by signing it. I have signed this Agreement freely without inducement or assurance of any kind. I intend it to be a complete and unconditional release of all liability.

Date

Signature of Participant

Print Name of Participant