



PIKA GROUP WAIVER

Date: _____ Trip Facilitator: _____

Trip Description: _____

I have signed a PIKA Membership waiver with my yearly membership, and acknowledge that the same terms and agreement applies to this trip.

By signing this group waiver I agree and acknowledge all the terms set out on the “Waiver and Release of Liability” form on the reverse of this group waiver. **If I choose to paddle away from the group, I do so at my own risk.**

Print Name	Signature	Name & Emergency Contact (for training events)	Boat Colour
1			
2			
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10			
11			
12			



Pacific International Kayak Association
PO Box 32073,
Langley, BC, V1M 2M3
www.pikakayak.com

I hereby acknowledge and agree that in consideration of being permitted to participate in the activities of the Pacific International Kayak Association (hereinafter called the "Association"), including, but not restricted to, training courses, safety courses, field trips, rescue courses and such other related activities attributed to the sport of sea kayaking, including travel to and from any location at which activities may occur;

I DO HEREBY RELEASE the Association, it's members, officers, directors, employees, contractors, or agents from any liability in respect of all personal injuries, property losses, or other damages which I may suffer arising out of or connected in any way with my losses or damage that may have been caused solely or partly by the negligence, or breach of contract, or breach of fiduciary duty or the Association or any of its members, officers, employees, directors, contractors or agents.

AND I HEREBY SPECIALLY WAIVE all claims and causes of action of any kind which I may have with respect to the Association, it's members, officers, directors, employees, contractors, or agents.

I FURTHER HEREBY ACKNOWLEDGE AND AGREE:

- a) That the sport of sea kayaking is dangerous, exposing its participant to many risks and hazards, some of which are inherent in the nature of the sport itself, and others which may result from human error and negligence, and as a result of the foregoing, but I nevertheless freely and voluntarily assume all of the aforesaid risks and hazards and, accordingly, my preparation for and participation in the aforesaid sea kayaking activities shall be entirely my own risk;
- b) That I understand that neither the Association nor it's officers, directors, employees, contractors or agents assumes any responsibility whatsoever for my safety during the course of my preparation for, or participation in, the activities of the Association;
- c) That I clearly understand that the Association will not permit me to participate in any sea kayaking programs or activities unless I sign this Waiver and Release of Liability;

THAT I have carefully read this Waiver and Release of Liability and fully understand the same and am freely and voluntarily executing the same;

THAT I have been given the opportunity and have been encouraged to seek independent legal advice prior to signing this Agreement which requirement I hereby waive;

THAT I understand that by the signing of this Agreement I will forever be prevented from suing or otherwise claiming against the Association, its members, officers, directors, employees, contractors, or agents for any loss or damage that I may sustain while participating in or preparing for any of the above-mentioned sea kayaking programs, whether or not such loss or injury is caused solely or partly by the negligence of the Association, its members, officers, directors, employees, contractors, or agents;

THAT this Waiver and Release of Liability is binding upon my self, my heirs, executors, administrators, personal representatives and assigns.

**IT IS STRONGLY RECOMMENDED BY THE ASSOCIATION THAT YOU CONSULT WITH YOUR
LAWYER PRIOR TO SIGNING THIS AGREEMENT.**