

VSKC Trip Waiver Form



THE VICTORIAN SEA KAYAK CLUB

Incorporated association A17985B

("The Club") is a group of sea kayakers who enjoy paddling in open waters. There is no such thing as a completely safe trip, as even the most sheltered and protected waters can become dangerous in adverse conditions. Weather is not fully predictable, adverse changes can and do occur suddenly. Even with the best information available time conditions can be misjudged.

The Club, its members, office holders, volunteers, employees and agents cannot ensure a risk free activity.

Please read this carefully before signing

Each participant must be aware that participation in VSKC activities is dangerous and physically demanding, involving risk of injury, death, personal property loss and/or damage. The risks include (but are not limited to) injury or death due to wind, waves, immersion underwater, impact with floating, submerged or exposed objects, slipping and falling, injuries in remote places without medical facilities, sprains, strains, dislocations, lacerations, fractures, concussion, snakebite, seasickness, hypothermia, hyperthermia, exposure to temperature extremes, inclement weather, road accidents while travelling to and from activity sites and diverse other risks that may not be related to any of these, or known or predictable. Each participant acknowledges that he or she is aware that weather and sea conditions are unpredictable and dangerous.

ASSUMPTION OF RISK, REPRESENTATIONS, WAIVER OF LIABILITY AND INDEMNITY

The Club agrees to allow the participant (a current financial member of the Club or invited guest) to be involved in the activity described below on the following terms, and **EACH PARTICIPANT HEREBY AGREES:**

1. That he or she participates at his or her own risk.
2. That he or she can swim and is physically fit to participate.
3. That he or she is solely responsible for the seaworthiness of any equipment used by him or her.
4. That he or she waives, releases and discharges the Club, and any of its office holders, volunteers, employees and agents from and against any and all claims or actions which the participant (or any person claiming through or under him or her) may have against the club, its office holders, volunteers, employees and agents with respect to death, injury or loss of any kind whatsoever suffered or incurred by the participant howsoever caused even if such death, injury or loss was caused by or contributed to by the act, default or omission (amounting to negligence, breach of duty or otherwise) of the Club, and any of its office holders, volunteers, employees or agents.
5. That he or she indemnifies the Club, its office holders, volunteers, employees and agents against all liability sustained by all or any of them in relation to the participant's involvement in the activity.

To be signed by members and guests participating in this activity

Activity:

Location:

Date:

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