

\_\_\_\_\_ (hereafter "Team"), represented by its administrators including Manager, agrees to the following terms as a condition of using motor boats at the Canadian International Dragon Boat Festival Society (hereafter "Society") Club from

MM / DD / YY to MM / DD / YY (hereafter "Practice Season"):

- That the Administrators have read and agrees to abide by all general Club policies and procedures including (but not limited to) completing a boat orientation, and following restrictions and policies on:
  - Usage during inclement weather conditions or special events; overall facility security and integrity; proper equipment use and reporting any damages immediately to the Society; all health and safety rules/regulations including proper boat lighting; and discipline for breaching Society policies including and up to usage termination without refund.
- That the Administrators and team members have read and agree to all Club policies including:
  - The Team, its administrators, and its drivers are individually, jointly, and collectively liable for any damages to the boat, equipment, or other parties stemming from the use and control of the motor boat. All team members are aware of this liability. Motor boat drivers and passengers are deemed to be part of the Team while using the motor boat.
  - Any repairs or replacement caused by the Team will be repaid in full by the Team. Damages, losses, or write-offs will be charged back to the Team. Motor loss will lead to a minimum \$5,000 charge.
  - The Administrators are responsible for following best practices for proper and safe boat operation including lighting requirements during non-daylight hours, minimum safety equipment, ensuring your driver is competent and trained, and minimum number of people when moving motors.
  - The Club may require the Team's chosen drivers or other officials, if their ability to fulfill their role is in question: complete safety or other training at the Team's cost, or present additional documentation.
  - The Administrators are responsible for ensuring the team adheres to all laws, regulations, and rules regarding movement, right of way, clear water, non-interference with wildlife, and carry Pleasure Craft Operator Cards.
  - The Administrators will enforce boat safety/capacity, and ensure approved PFDs are always worn.
  - The Club may limit access or close the facility for any reason including damage, use for other events, or safety. In cases where practices are impacted by Club restriction or closure, the Team may rebook subject to availability during the team's practice season. No refund, partial or otherwise, will be given.
  - The Administrators will ensure their boat departs and returns in a timely manner.
- That the Society has the right to modify the Club rules and conditions for using equipment, property, or facilities for any purpose as posted online on a designated website or as distributed.

**INDEMNITY AND LIABILITY RELEASE:** The Team, its Administrators, and boat drivers, on their individual, joint, and collective behalf (collectively User), voluntarily releases and indemnifies the Society and all of its agents including employees, sponsors, and affiliates, from all present and future liability/claims that may be made by the User (or their family members, estate, heirs, or assigns of the undersigned or others) resulting from the User's use or operation of the Society's motorized boats and associated equipment, including but not limited to (i) negligence or misconduct (active, passive, or gross) (ii) loss/damage of personal property, personal injury, or death of the User's members or third parties arising as a result of using the motor boat and other equipment, and (iii) all activities incidental to the use and operation of the motor boat. The User uses and operates the boat with knowledge of the dangers involved, and accepts all inherent risks of and assumes full responsibility for any property damage, personal injury, or death to the User or others. The User certifies that this release extends to all claims arising on and after the execution and that the facts in which this release is given may prove to be different than the facts now known or believed.

## ACCEPTED ON BEHALF OF THE TEAM BY:

### TEAM MANAGER

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
FULL NAME (PRINT)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WITNESS SIGNATURE

\_\_\_\_\_  
WITNESS NAME

### TEAM ADMINISTRATOR

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
FULL NAME (PRINT)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WITNESS SIGNATURE

\_\_\_\_\_  
WITNESS NAME

### TEAM ADMINISTRATOR

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
FULL NAME (PRINT)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WITNESS SIGNATURE

\_\_\_\_\_  
WITNESS NAME

#### OFFICE USE

RECEIVED BY: \_\_\_\_\_

NOTES: \_\_\_\_\_