SUPPORT CRAFT
Waiver and Consent 2025 (the "Waiver")

This is an important document. <u>By signing it you are affecting your legal rights</u>. Please read this document carefully and understand it before signing.

A. I plan to act as a safety boat person ("Boat Person") for the Beem Credit Union Across the Lake Swim Kelowna on July 19, 2025 crossing Okanagan Lake starting at the "old ferry docks" in the City of West Kelowna for the 2.1km and starting in West Kelowna for the 1.5km. Both swims end at Kelowna City Park (the "Race").

B. Across the Lake Swim Inc. (the "Organizer") plans to organize the Race.

In consideration for being permitted to act as a Support Craft Person, I bind myself, my executors, administrators, heirs, next of kin, successors and assigns and any other person who may claim or sue on my behalf, to acknowledge, agree, certify, represent, assign, release, waiver, and discharge according to the following:

Acknowledgments

1. I acknowledge that my duties as a Boat Person will include but may not be limited to occupying and paddling a watercraft, which may be a boat, canoe, kayak or SUP ("Boat"), on Okanagan Lake, along-side the participants swimming in the Race to monitor and ensure their safety (the "Duties").

2. I acknowledge that occupying a Boat on Okanagan Lake carries the potential for serious personal injury, death, and property loss.

3. I acknowledge that there are risks associated with performing the Duties in the Race (the "Risks").

4. I acknowledge that the Risks may result in death or serious personal injury.

5. The Risks include but are not limited to the following:
    a. exhaustion and dehydration;
    b. instability of the Boat and possibly falling from the Boat and into the Lake;
    c. inability of the Boat to maintain afloat and possibly being unable to remain afloat or swim myself;
    d. inhalation of water;
    e. drowning;
    f. collision or contact with swimmers or other individuals; course markers, obstacles or other hazards;
    g. effects of weather including the effects of rain, lightening, temperature, and humidity;
    h. effect from the conditions of the water, including the effects of the temperature of the water;
    i. defects in my personal equipment or equipment or services provided to me by,
        i. the Organizer,
        ii. any third party;
        iii. any other person, individually, group, club, association, society, company or otherwise that is involved in the organization or administration of the Race, whether by way of volunteering or otherwise,
        iv. individuals watching the Race as spectators,
        v. persons participating in the Race, or
        vi. persons providing medical services for the Race whether by way of volunteering or otherwise;
        (the "Race Affiliates")
    j. hazards created by the acts, omissions, or presence of the Race Affiliates; and
    k. the negligent acts of the Race Affiliates.

6. I ACKNOWLEDGE, APPRECIATE AND ACCEPT by my own free will all of the Risks, and any other risks, hazards, or dangers arising from my performance of the Duties in the Race.

Certifications and Representations

7. I certify and represent that I,
    a. am physically fit and have no pre-existing medical conditions;
    b. have reasonably trained to perform the Duties in the Race; and
    c. have not been advised by a qualified health professional against performing the Duties in the Race.

Consents and Authorizations

8. I consent to receiving basic medical treatment (which includes: first aid, emergency treatment, CPR, and other treatment including physiotherapy and massage therapy as prescribed by a medical expert) at any time on the date of the Race, and at any reasonable location, for the purpose of treating or relieving any injury, illness, or other medical condition that I may suffer during the time that I am,
    a. performing the Duties in the Race;
    b. at the location of the Race, whether or not I am performing the Duties in the Race; and
    c. traveling to or from the Race.
    (the "Treatment Period")

9. I authorize any medical expert (which includes: licensed medical practitioner, paramedic, hospital, first aid attendant, lifeguard, or any other medical or health-care facility) to perform any other medical treatment ("Medical Treatment") on me for the purpose of treating or relieving any injury, illness, or other medical condition that I may suffer during the Treatment Period.

10. I acknowledge the possibility and ASSUME THE RISKS associated with complications and unforeseen consequences resulting from Basic Treatment, Medical Treatment and any other medical procedure that I may receive.

11. I acknowledge that no warranty is made as to the results of any Basic Treatment, Medical Treatment or any other medical procedure that I may receive.

Waiver and Release

12. I ASSUME by my own free will all of the Risks, and any other risks, hazards, or dangers arising from my performance of the Duties in the Race.

13. I WAIVE, RELEASE, AND DISCHARGE the Organizer from any and all law suits, claims, losses, and liabilities arising from,
    a. the Risks;
    b. any other risks, hazards, or dangers arising from my,
        i. performance of the Duties in the Race;
        ii. presence at the location of the Race, whether or not I am performing the Duties in the Race; and

      iii. travels to and from the Race.

14. I WAIVE, RELEASE, AND DISCHARGE the Organizer as well as the title sponsor Beem Credit Union from losses including but not limited to the following:
    a. Death;
    b. personal injury;
    c. partial or permanent disability;
    d. property damage;
    e. medical or hospital bills;
    f. theft or damage of any kind, or any economic loss.
15. I AGREE not to sue or claim against the Organizer as well as the title sponsor Beem Credit Union for any of the claims, losses or liabilities that I have accepted, waived, released or discharged in this Waiver.
16. I INDEMNIFY AND HOLD HARMLESS the Organizer, the title sponsor Beem Credit Union, the City of Kelowna, the City of West Kelowna and Westbank First Nation from any and all claims made by me or liabilities assessed against the Organizer as a result of,
    a. my actions, inaction or negligence;
    b. the actions, inaction or negligence of others including the Race Affiliates;
    c. all of the Risks, and any other risks, hazards, dangers, or causes arising from my,
        i. performance of the Duties in the Race;
        ii. presence at the location of the Race, whether or not I am performing the Duties in the Race; and
        iii. travels to and from the Race.
17. By signing this Waiver, I bind myself, my executors, administrators, heirs, next of kin, successors and assigns and any other person who may claim or sue on my behalf.

Conditions

18. It is a condition of me being able to act as a Boat Person in the Race that I READ AND SIGN this Waiver.

Miscellaneous

19. I AGREE to abide by the competition rules, as they may be amended from time to time, and
20. The courts of the Province of British Columbia have jurisdiction to entertain any complaint, demand, claim or cause of action whether based upon alleged breach of contract or alleged negligence between myself and the Organizer.
21. I hereby agree that if I commence any legal proceedings against the Organizer, I will commence such legal proceedings in the Province of British Columbia and only in the Province of British Columbia and I hereby submit to the jurisdiction of the courts of the Province of British Columbia.

This Section is for Adults (19 years and older)

I CONFIRM THAT I AM TODAY NINETEEN (19) YEARS OF AGE OR OLDER, HAVE AGREED TO ENTER INTO EITHER ONE OF THE RACES AND SIGN THIS DOCUMENT OF MY OWN FREE WILL AND DESIRE; AND I HAVE READ THIS DOCUMENT AND I UNDERSTAND ITS CONTENTS..

SIGNATURE: _____

PRINTED NAME: _____

DATE: _____

This Section is for minors (under 19 years of age)

I am the parent or legal guardian of the minor named in this Waiver (the "Minor"). I acknowledge that I have executed this waiver for and on behalf of the Minor. And I bind myself and the Minor in relation to all the matters referred to in this Waiver.

MINOR'S NAME: _____

PARENT/GUARDIAN NAME: _____

SIGNATURE of PARENT/GUARDIAN: _____

DATE: _____