

# WARNINGS & LIABILITY LIMITS

## For MINOR GUESTS of the Lower Columbia Canoe Club, Inc.



1. LCCC recommends minor guests (under 18 years old) receive instruction on the current American Whitewater safety code available at: [www.americanwhitewater.org/content/Wiki/safety:start](http://www.americanwhitewater.org/content/Wiki/safety:start). Guests acknowledge having access to this safety code. LCCC advises guests to study safety advice in books such as *Whitewater Rescue Manual* and to take courses on river safety and rescue.

2. The literature discusses common dangers, but on the water perhaps nobody will recognize the danger. Hunger, fatigue and weather weaken perception and judgment. A little imagination suggests dangers not ordinarily discussed, such as car wrecks, solvent fumes while working on boats, back injuries from portaging, rattlesnake bites while scouting, and so on. There are more risks inherent in the sport than the club can itemize. People make errors in judgment and execution. Boats collide, perhaps because somebody loses control or doesn't look. Lead boats signal a following boat into a bad route through a rapid. Rescuers throw ropes errantly or pull a pinned boat into a worse fix. CPR cards expire. Somebody fails to tie a canoe down to a car. LCCC regards such events as errors of strategy or execution made in a sport, and the signers of this waiver release, discharge and covenant not to sue the LCCC for the consequences. Each guest must anticipate the errors and take appropriate precautions.

3. The club can't expect members to hazard their families' financial security when they volunteer to coordinate trips. Coordinators' only reward is esteem, and the club believes their only penalty should be loss of that esteem. This waiver therefore excludes liability for setting bad examples, advising erroneously, misjudging a participant's readiness for a trip, or otherwise falling short of the coordination the club hopes for. Coordinators are not certified by any outside agency; any coordination standards the club may adopt are exhortations, not guarantees.

4. By boating with the LCCC the guest assumes the risks to self — as well as to any minor for which he or she is parent or legal guardian — of death, permanent disability, or injury mentioned here or in the literature and those inherent in the sport. The guest waives claims which may arise against the club, its members, officers, servants, agents and trip coordinators, for death or injury to person or property, including claims of vicarious liability and claims arising from negligence. Not waived are claims against an individual who causes injury intentionally, recklessly or with gross negligence (though gross negligence must be proven by clear and convincing evidence) and claims among driver, owner and passengers of a motor vehicle for injuries ordinarily covered by insurance.

5. LCCC adopts the AWA code's declaration of an individual's responsibility for his or her own decisions. Only the paddler knows his or her own health, strength and preparedness. Each experienced paddler has at some time declined to put in after arriving at a river or lake shore even though others did, or declined to run a particular rapid even though others did. LCCC disavows the AWA code's characterization of a river trip as a "common adventure" in which participants "share the responsibility for the conduct of the trip."

6. This waiver shall be broadly construed in favor of protection from liability, as guests and members are mutually relinquishing possible claims in exchange for protection. The guest is free to form another club or paddle with non-members on different terms. No trip coordinator or participant can relax the liability limits stated here. Only formal action at a club meeting can relax the liability limits. **As a complete, unconditional lifetime release of all liability for this and any other paddling trip with the LCCC**, this waiver's limits apply even on private boating trips with members unless the persons involved agree otherwise.

**Minor Participant:** I, the minor participant, have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete, unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in force and effect.

Name (print) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ Birth Date \_\_\_\_\_

**Parent or Guardian:** I, the minor's parent and/or legal guardian, understand the nature of paddlesports and related activities and the minor's experience and capabilities and believe the minor to be qualified, in good health, and in proper physical condition to participate in such activities. I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless each of the releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the releasees named above, I will indemnify, save and hold harmless each of the releasees from any litigation expenses, attorney fees, loss liability, damage or cost which any may incur as the result of any such claim.

Name (print) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_