

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

(To be executed by Participants **over the Age of Majority – 18yrs and adults**)

WARNING! By signing this document you will waive certain legal rights. Please read carefully

1. This is a binding legal agreement; therefore, clarify any questions or concerns before signing. As a participant in the spectating, orientation, instruction, activities, programs, and services of Whitewater Ontario and sport of whitewater (collectively the "Activities"), the undersigned acknowledges and agrees to the following terms:

Disclaimer

2. Whitewater Ontario, its directors, officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of facilities at which the Activities are undertaken, and representatives (collectively the "Organization") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, the Activities, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

I have read and agree to be bound by paragraphs 1 and 2

Description and Acknowledgement of Risks

3. I understand and acknowledge that
 - a) The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life; and
 - b) The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of my fitness or abilities, may misjudge weather or environmental conditions, may give incomplete warnings or instructions, and the equipment being used might malfunction.
4. I understand and acknowledge that a pertinent risk to participating in the Activities is the risk of drowning. I acknowledge that at all times (except for flat-water sessions where certified & on-duty Lifeguards are present) while participating in the Activities I am required to wear a securely-fitting Canadian Coast Guard-approved personal flotation device (life jacket) and a helmet.
5. I am participating voluntarily in the Activities. In consideration of my participation, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the Activities. The risks, dangers and hazards include, but are not limited to:
 - a) Executing strenuous and demanding physical techniques;
 - b) Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
 - c) Exerting and stretching various muscle groups;
 - d) The failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
 - e) Spinal cord injuries which may render me permanently paralyzed;
 - f) Serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of my body or to my general health and well-being;
 - g) Abrasions, sprains, strains, fractures, or dislocations;
 - h) Concussion or other head injuries, including but not limited to, closed head injury or blunt head trauma;
 - i) Physical contact with other participants, spectators, equipment, and hazards;
 - j) Not wearing appropriate safety equipment, such a life jacket and helmet;
 - k) Failure to act safely or within my own ability or within designated areas;
 - l) Equipment failure;
 - m) Negligence of other persons, including other spectators, participants, or employees;
 - n) Drowning or near-drowning that may occur from falling out of the canoe/kayak into the water, underwater entrapment by a water feature, equipment entanglement, or being knocked unconscious in the water;
 - o) Hazards related to poles, wires, gates, other water markers, shoreline embankments, or wilderness terrain;
 - p) Illness related to ingestion of, or allergic reactions from, the water or other natural substances;
 - q) Weather conditions which may result in hypothermia;
 - r) Travel to and from competitive events and associated non-competitive events which are an integral part of the Organization's Activities; and
 - s) Negligence on the part of the Organization, including failure on the part of the Organization to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with my participation in the Activities.

I have read and agree to be bound by paragraphs 3-5

Terms

- 6. In consideration of the Organization allowing me to participate in the Activities, I agree:
 - a) That my mental and physical condition is appropriate to participate in the Activities;
 - b) To comply with the rules and regulations for participation in the Activities;
 - c) To comply with the rules of the course, facility, or equipment;
 - d) That if I observe an unusual significant hazard or risk, I will remove myself from participation and bring such to the attention of an Organization representative immediately;
 - e) That the Organization does not undertake to provide health, accident, disability, hospitalization, personal property or other insurance for me in the Activities, other than Activities deemed to be Sanctioned by the Organization, and I affirm that I have ascertained appropriate insurance to protect myself;
 - f) The risks associated with the Activities are increased when I am impaired and I agree not to participate if impaired in any way;
 - g) That it is my sole responsibility to assess whether any Activities are too difficult for me. By commencing an Activity, I acknowledge and accept the suitability and conditions of the Activity; and
 - h) That I am responsible for my choice of life jacket, helmet, thermal protection & other paddling equipment and the secure fitting of the life jacket, helmet, thermal protection, & other paddling equipment.

Release of Liability and Disclaimer

- 7. In consideration of the Organization allowing me to participate, I agree:
 - a) That the sole responsibility for my safety remains with me;
 - b) To ASSUME all risks arising out of, associated with or related to my participation;
 - c) To WAIVE any and all claims that I may have now or in the future against the Organization;
 - d) To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the activities, events and programs of the Organization; and
 - e) To FOREVER RELEASE the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which I have or may have in the future, that might arise out of, result from, or relate to my participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization;
 - f) That negligence includes failure on the part of the Organization to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with the Activities; and
 - g) This release, waiver and indemnity is intended to be as broad and inclusive as is permitted by law of the Province of Ontario and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Jurisdiction

- 8. I agree that in the event that I file a lawsuit against the Organization, I agree to do so solely in the province of Ontario, Canada and further agree that the substantive law of Ontario will apply without regard to conflict of law rules. I further agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

I have read and agree to be bound by paragraphs 6-8

Acknowledgement

- 9. I acknowledge that I have read and understand this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives. I further acknowledge by signing this agreement I have waived my right to maintain a lawsuit against the Organization on the basis of any claims from which I have released herein.

Name of Participant (print)

Signature of Participant

Date

Address (#, Street, City, Province, Country, Postal Code)

Date of Birth

INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT

(To be executed by Participants **under** the Age of Majority – **under 18yrs**)

WARNING! By signing this document you will assume certain risks and responsibilities. Please read carefully

Participant's Name: _____ (under 18 years old)

1. This is a binding legal agreement; therefore clarify any questions or concerns before signing. As a Participant in the spectating, orientation, instruction, activities, programs, and services of Whitewater Ontario and the sport of whitewater (collectively the "Activities"), the undersigned, being the Participant and the Participant's Parent/Guardian (collectively the "Parties"), acknowledge and agree to the following terms:

Description of Risks


2. The Parties understand and acknowledge that:
 - a) The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life; and
 - b) The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of the Participant's fitness or abilities, may give incomplete warnings or instructions, may misjudge weather or environmental conditions, and the equipment being used might malfunction.
3. The Parties understand and acknowledge that a pertinent risk to participating in the Activities is the risk of drowning. The Parties acknowledge that at all times while participating in the Activities the Participant is required to wear a securely-fitting Canadian Coast Guard-approved personal flotation device (life jacket) and a helmet.
4. The Participant is participating voluntarily in the Activities. In consideration of that participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards and may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to:
 - a) Executing strenuous and demanding physical techniques;
 - b) Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
 - c) Exerting and stretching various muscle groups;
 - d) The failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
 - e) Spinal cord injuries which may render the Participant permanently paralyzed;
 - f) Serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of the Participant's body or to the Participant's general health and well-being;
 - g) Abrasions, sprains, strains, fractures, or dislocations;
 - h) Concussion or other head injuries, including but not limited to, closed head injury or blunt head trauma;
 - i) Physical contact with other participants, spectators, equipment, and hazards;
 - j) Not wearing appropriate safety equipment, such a life jacket and helmet;
 - k) Failure to act safely or within the Participant's ability or within designated areas;
 - l) Equipment failure;
 - m) Negligence of other persons, including other spectators, participants, or employees;
 - n) Drowning or near-drowning that may occur from falling out of the canoe/kayak into the water, underwater entrapment by a water feature, equipment entanglement, or being knocked unconscious in the water;
 - o) Hazards related to poles, wires, gates, other water markers, shoreline embankments, or wilderness terrain;
 - p) Illness related to ingestion of, or allergic reactions from, the water or other natural substances;
 - q) Weather conditions which may result in hypothermia; and
 - r) Travel to and from competitive events and associated non-competitive events which are an integral part of the Organization's Activities

We have read and agree to be bound by paragraphs 1-4

Terms

5. In consideration of the Organization allowing the Participant to participate in the Activities, the Parties agree:
 - a) That the Participant's mental and physical condition is appropriate to participate in the Activities and the Parties assume all risks related to the Participant's mental or physical condition;
 - b) To comply with the rules and regulations for participation in the Activities;
 - c) To comply with the rules of the course, facility, or equipment;
 - d) That if the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation and bring such to the attention of an Organization representative immediately;

- e) That the Organization does not undertake to provide health, accident, disability, hospitalization, personal property or other insurance for the Participant and they affirm that they have ascertained appropriate insurance to protect the Participant;
- f) The risks associated with the Activities are increased when the Participant is impaired and the Participant agrees not to participate if impaired in any way;
- g) That it is their sole responsibility to assess whether any Activities are too difficult for the Participant. By the Participant commencing an Activity, they acknowledge and accept the suitability and conditions of the Activity; and
- h) That they are responsible for the choice of the Participant's life jacket and the secure fitting of the life jacket and helmet.

 ***We have read and agree to be bound by paragraph 5***

General

6. The Parties agree that in the event that they file a lawsuit against the Organization, they agree to do so solely in the province of Ontario, Canada and they further agree that the substantive law of Ontario will apply without regard to conflict of law rules.

Acknowledgement

7. The Parties acknowledge that they have read this agreement and understand it, that they have executed this agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, their spouses, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

Name of Participant (print)	Signature of Participant	Date

Address (#, Street, City, Province, Country, Postal Code)

Date of Birth

Name of Parent or Guardian (print)	Signature of Parent or Guardian	Date

Address if different from above (#, Street, City, Province, Country, Postal Code)

Date of Birth