



## RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

*(for participants who are 18 years old and older)*

### WARNING!

**By signing this document you will waive certain legal rights, including the right to sue.  
Please read carefully.**

1. This is a binding legal agreement; therefore clarify any questions or concerns before signing. As a Participant participating in a Canoe Kayak Canada sanctioned activity, which includes events, races, training, competitions, trials, festivals, regattas, camps, workshops and clinics (collectively the "Activities"), the undersigned acknowledges and agrees to the following terms:

#### Disclaimer

2. Canoe Kayak Canada and its trainers, instructors, agents, staff, volunteers, directors, and representatives (collectively the "Organization"), as well as its affiliated Provincial Associations, and member clubs (collectively the "Affiliates"), 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 or its Affiliates.

#### Description of Risks

3. 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, injuries from:
  - a) The hazards particular to the Activity(ies) in which I am participating;
  - b) Executing strenuous and demanding physical techniques;
  - c) Water hazards, terrain obstacles, waves, unstable surfaces and extreme weather conditions;
  - d) Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
  - e) Exerting and stretching various muscle groups;
  - f) Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
  - g) Contact, colliding, falling or being struck by other participants or equipment;
  - h) Blunt force trauma serious soft tissue injuries, broken bones, or spinal cord injuries which may render the Participant permanently paralyzed;
  - i) Surface abrasions, entanglements, entrapments, or flying objects and debris;
  - j) Drowning including but not limited to, equipment failure or entanglement, falling out of boat/watercraft into the water, capsizing or being knocked unconscious in the water; and
  - k) Cold water conditions resulting in hypothermia and the potential risks and hazards above.
4. Furthermore, I am aware:
  - a) That I am expected to wear an approved Personal Flotation Device when on the water, with exception to any government regulations that provide exemptions for the Activity(ies);
  - b) That injuries sustained can be severe;
  - c) That I may experience anxiety while challenging myself during the activities, events and programs;
  - d) That I may come into close contact with other participants;
  - e) That my risk of injury is reduced if I follow all rules established for participation; and
  - f) That my risk of injury increases as I become fatigued.



### **Release of Liability and Disclaimer**

5. In consideration of Canoe Kayak Canada and its Affiliates allowing me to participate, I agree:
- a) That my physical condition has been verified by a medical doctor to participate;
  - b) The sole responsibility for the Participant's safety remains with the Participant;
  - c) To remove myself if I sense or observe any unusual hazard or unsafe condition; or feel unable or unfit to safely continue;
  - d) To ASSUME all risks arising out of, associated with or related to my participation;
  - e) To WAIVE any and all claims that I may have now or in the future against the Organization and its Affiliates;
  - f) 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 Canoe Kayak Canada; and
  - g) To FOREVER RELEASE Canoe Kayak Canada and its Affiliates 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 may have or may 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 Canoe Kayak Canada or its Affiliates.

### **Acknowledgement**

6. 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.

\_\_\_\_\_  
Name of Participant (Please Print)

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date