

AGREEMENT AND INDEMNIFYING RELEASE:

1. _____ (name) hereby acknowledge and agree that in consideration of being permitted to participate in kayak sport activities or programs organized by the Kelsey Kayak Club. (herein called "the Association").

Do hereby release the Association, its members, officer, directors, employees, independent contractors and agents from all liability, and do hereby waive as against the Association, its members, officers, directors, employees, independent contractors and agents all recourses, claims, causes of action of any kind whatsoever, in respect of all personal injuries or property losses which I may suffer arising out of or connected with my preparation for, or participation in, the aforesaid Kayak programs or activities, notwithstanding that such injuries or losses may have been caused solely or partly by the negligence of the Association or any of its members, officers, directors, employees, independent contractors or agents.

_____ initial.

2. And, I do hereby acknowledge and agree:

- a. that the sport of Kayaking is very dangerous, exposing participants to many inherent risks and hazards, including but not restricted to: loss or damage to personal property, immersion in cold water, hypothermia, drowning, inclement weather, slipping and falling, falling objects, or suffering any type of accident or illness in remote areas without easy access to medical facilities. While some of these risks are inherent in the very nature of the sport itself, others may result from human error and negligence on the part of persons involved in preparing, organizing and staging Kayak programs and activities;
- b. that, as a result of the aforesaid risks and hazards, I as a participant may suffer serious personal injury, even DEATH, as well as property loss;
- c. that some of the aforesaid risks and hazards are foreseeable, but others are not;
- d. that I nevertheless freely and voluntarily assume all the aforesaid risks and hazards, and that, accordingly, my preparation for and participation in the aforesaid Kayak programs and activities shall be entirely at my own risk;
- e. that I am personally responsible for my preparation prior to joining association activities. Such preparation will include, but not be limited to: (i) my health and physical fitness, (ii) securement of adequate prerequisite knowledge of lake/river hazards, and skills to meet program/trip/event requirements, (iii) the adequacy and condition of my paddling equipment.
- f. that while I recognize that association leaders and/or instructors will make every reasonable effort to minimize exposure to unknown risks, that I have a personal responsibility to learn and follow safety rules and procedures established by my leaders/instructors and to make them aware at any point in which I question my knowledge of these procedures or my ability to participate in any activity;
- g. that I will refrain from the consumption of alcohol or mind altering drugs while participating in association programs or activities;
- h. that I consent to receive first aid and medical treatment by the leader/instructor and medical personnel in the event of an accident, injury, and/or illness during an association activity or programs;
- i. that I understand that neither the Association nor any of its members, officers, directors, employees, independent contractors or agents assume responsibility whatsoever for my safety during the course of my preparation for or participation in the aforesaid canoe sport programs and activities;
- j. that I have carefully read this ASSUMPTION OF RISK AGREEMENT AND INDEMNIFYING RELEASE agreement, that I fully understand same, and that I am freely and voluntarily executing same;
- k. that I understand clearly that by signing this release, I will be forever prevented from suing or otherwise claiming against the Association, its members, officers, directors, employees, independent contractors and agents for any loss or damage connected with any property loss or personal injury that I may sustain while participating in or preparing for any of the above mentioned canoe sport programs or activities, whether or not such loss or injury is caused solely or partly by the NEGLIGENCE of the Association or any of its members, officers, directors, employees, independent contractors and agents;
- l. that I have been given the opportunity and have been encouraged to seek independent legal advice prior to signing this agreement;
- m. that I understand clearly that the Association would not permit me to participate in any such Kayak programs or activities unless I signed this ASSUMPTION OF RISK AGREEMENT AND INDEMNIFYING RELEASE, that this agreement applies of all the aforesaid kayak sport programs and activities whether occurring in the near or distant future, and that terms of this Agreement need not be brought to my attention each time I participate in such Kayak programs or activities in order to be effective;
- n. that the term "Kayak programs or activities" as used in this ASSUMPTION OF RISK AGREEMENT AND INDEMNIFYING RELEASE includes without limiting the generality of that term, the provincial, regional, and local programs and activities as well as all other trips, outing, training sessions, clinics, races, programs and events that are in any way authorized, sanctioned, organized or operated by the Association;
- o. that this ASSUMPTION OF RISK AGREEMENT AND INDEMNIFYING RELEASE is binding on myself, my heirs, my executors, administrators, personal representatives and assigns;
- p. that I understand clearly that the Association is and shall be deemed to be acting for itself and as agent on behalf of and for the benefit of members, officers, directors, employees, independent contractors and agents of the Association for the purposes set out in the above-stated clauses of this agreement; and
- q. that I am of sufficient age and mental capacity to sign this ASSUMPTION OF RISK AND INDEMNIFYING RELEASE.

_____ initial.

Signature of Participant

Dated at _____, this _____ day of _____, 20 _____

Signature (Parent or Guardian if the participant is under 18 years of age.)

Witnessed by (Print name here)

Signature of Witness

Date

