

# 2020 CANOE SPRINT & PARACANOE RELEASE AGREEMENT / DÉCHARGE CANOË DE VITESSE & PARACANOË 2020

Athletes 17 and under require a parent signature at the end of this form.

## RELEASE AGREEMENT

1. This is a binding legal agreement that must be signed by all Participants (athletes, coaches or other support personnel) that participate in the Activities, as defined immediately below; therefore, read this document carefully before signing.
2. As a Participant participating in a Canoe Kayak Canada sanctioned activity, which includes any activity or event, including, but not limited to any competition, training camp, festival, workshop or clinic (collectively referred to as the "Activities"), the undersigned acknowledges and agrees to the following terms:

### Disclaimer

3. In accordance with the terms of this agreement, Canoe Kayak Canada and its trainers, instructors, agents, staff, volunteers, directors, and representatives (collectively referred to as the "Organization"), as well as any such individuals from its affiliated Provincial Associations and member clubs (collectively referred to as the "Affiliates"), are not responsible for any personal injury, illness, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, the Activities.

### Description of Risks

4. I hereby acknowledge that my participation in the Activities carries certain standard, common and reasonably foreseeable risks, dangers and hazards inherent to the sport of canoe/kayak or participating in an outdoor sport including, but not limited to: collision with other persons or objects; being struck by a paddle and/or watercraft; the risk of stroke, heart attack or other similar life threatening conditions caused by physical exertion; the risk of personal injury including, but not limited to, cuts, scrapes, bruises, or other lesions, strains, sprains, fractures, brain injury such as concussions or other head traumas, spinal cord injury including paraplegia or quadriplegia, or death; damage to or loss of eyesight; loss of balance or control; slips, trips and falls; and failure to act safely or within one's own ability.

5. I also hereby acknowledge that by signing the present agreement I acknowledge that I am aware of or have been informed by the Organization of the standard, common and reasonably foreseeable risks, dangers and hazards inherent to the sport of canoe/kayak which may include, but are not limited to, injuries or other harm or damages resulting from:
  - a) Engaging in vigorous and strenuous physical exertion;
  - b) Water hazards, terrain obstacles, waves, unstable surfaces and extreme and unforeseeable weather conditions;
  - c) The use of any piece of equipment for the purpose of participating in the Activities, whether as a result of my own improper use or mechanical failure or manufacturer's defect;
  - d) Contact, collision, falling or being struck by other participants or equipment and/or watercraft;
  - e) Entanglements, entrapments, or flying objects and debris, falling out of boat/watercraft into the water, capsizing or being knocked unconscious in the water;
  - f) Cold water conditions resulting in hypothermia and the potential risks and hazards above; or
  - g) Any other environmental or weather conditions.
6. Furthermore, I am aware:
  - a) That I am expected to wear an approved Personal Flotation Device when on the water, unless otherwise stated by any government regulations that provide exemptions for the Activity(ies) and for which I qualify;
  - 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; and
  - e) That my risk of injury increases as I become fatigued.
7. I am also aware that my participation in the Activities may put me at an elevated risk of contracting or being exposed to viruses or other illnesses that may be present in the general population and/or in public spaces and that I nevertheless choose to participate in the Activities and fully assume the risk of doing so.

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

8. As a condition of my participation in the Activities, I agree:
  - a) That my physical condition has been verified by a medical doctor to participate;
  - b) That I am solely responsible for my safety; and
  - c) To remove myself from the Activities or take any and all appropriate actions if I sense or observe any unusual hazard or unsafe condition or if I feel unable or unfit to safely continue participating in the Activities.

- 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, illness, death, property damage, expense and related loss, including loss of income, resulting from my participation in the Activities;
- g) To FOREVER RELEASE the Organization 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 the Organization or its Affiliates; and
- h) To hold harmless and indemnify the Organization and/or its Affiliates from any and all liability for any damage to property of or personal injury to any third party, resulting from my use of or presence in or at any facilities made available for the Activities by the Organization and/or its Affiliates.

### **Acknowledgement**

- 9. I FREELY ACCEPT AND FULLY ASSUME ALL STANDARD, COMMON AND REASONABLY FORESEEABLE RISKS, DANGERS AND HAZARDS INHERENT TO THE SPORT OF CANOE/KAYAK AND THE POSSIBILITY OF PERSONAL INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. I ACKNOWLEDGE THAT I AM RESPONSIBLE FOR MY CHOICE TO PARTICIPATE IN THE SPORT OF CANOE/KAYAK AFTER BEING NOTIFIED OF THE ABOVE-MENTIONED RISKS, DANGERS AND HAZARDS AND THAT THE LEVEL OF RISK, DANGER AND HAZARD THAT MAY AFFECT ME PERSONALLY MAY BE AFFECTED BY MY SKILL LEVEL AND EXPERIENCE IN THE SPORT OF CANOE/KAYAK, AS WELL AS ANY PRECAUTIONARY MEASURES THAT I MAY OR MAY NOT HAVE TAKEN TO AVOID SUCH RISKS, DANGERS AND HAZARDS AND MY CHOSEN REACTION IN ANY GIVEN SITUATION WHILE PARTICIPATING IN THE SPORT OF CANOE/KAYAK.**

### **Acknowledgement\***

I acknowledge that I have read and understand this agreement, that I have been, by the present, made aware that I can seek legal advice regarding 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 (Printed):

Signature:

Date:

**FOR PARTICIPANTS WHO ARE 17 YEARS OLD OR YOUNGER:**

As the parent or legal guardian of the Participant, I acknowledge that I have read and understand this agreement, that I have been, by the present, made aware that I can seek legal advice regarding this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon the Participant, myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

Name of Parent or Legal Guardian (Printed):

Signature of Parent or Legal Guardian:

Date: