

WAIVER OF LIABILITY AND RELEASE OF CLAIMS
BY SIGNING THIS YOU GIVE UP ALL RIGHTS TO SUE

To: The Barrie Canoe and Kayak Club Inc.
And to: Her Majesty the Queen of Canada and Province of Ontario

DEFINITIONS

Canoeing and Kayaking includes lake water practice, river practice, white water manoeuvring and rapid running, and volunteer and client activities associated with trips, courses, events, training sessions and facility maintenance and the travel and training involved.

In consideration of the Barrie Canoe and Kayak Club Inc. accepting my involvement with any course, trip, membership, competition, volunteer activity and/or any other activities that relate to the Barrie Canoe and Kayak Club Inc., I AGREE TO THIS RELEASE OF CLAIMS AND LIABILITY.

I understand that canoeing and kayaking on lakes, reservoirs and rivers involves certain dangers, not all of which can be listed here. Among the most obvious and frequent are:

- Exposure to variable extremes in weather that may cause injury due to heat and cold, and which may prevent or force route and itinerary changes.
- Contact with and possible immersion in cold water for undetermined periods; leading to hypothermia and possible suffocation.
- Exposure to capsizes, rocks, bridge abutments, log jams, rope entanglement, current patterns, and other possible sources of "in water" injury and entrapment.
- Unfamiliar terrain and routes, where canoeists could become separated from the party.
- Transport by public or private motor vehicle.
- Travel in remote locations with poor communications and inability to get rescue or medical assistance easily or quickly.

I am not relying on any oral or written statements made by the Barrie Canoe and Kayak Club Inc. or its agents, whether in brochure, advertisements or in individual conversations to lead me to become involved in this activity on any basis other than my assumption of the risks involved.

I accept all of the risks and the possibility of death, personal injury, property damage and loss resulting from my involvement with any activity through the Barrie Canoe and Kayak Club Inc.

I release the Barrie Canoe and Kayak Club Inc., its officers, employees, guides, agents and representatives from any and all liability for any personal injury, death, property damage or loss I may suffer as a result of my participation in any activity, for any cause whatsoever on the part of the Barrie Canoe and Kayak Club Inc., its officers, employees, guides, agents, representatives or volunteers.

I certify that I am physically capable and fit to participate in the activity and I have no medical condition or needs other than those reported to the Barrie Canoe and Kayak Club Inc., its officers, employees, guides, agents, representatives or volunteers.

I confirm that I have asked all my questions regarding the risks and am aware that the Barrie Canoe and Kayak Club Inc. was available to answer these questions.

I agree that the laws of the Province of Ontario govern this contract. I agree that any and all court proceedings will be conducted in the judicial area of Simcoe County.

I confirm that I have read over this agreement before signing, that I understand it, and that it will be binding, not only on me, but also on my heirs, next of kin, my executors, administrators and assigns.

Signed this ____ (day) of _____ (month) ____ (year) at _____ (the place) in the Province of Ontario.

Participant's Name (PRINT NAME): _____

Participant's Signature X _____ Witness: X _____

If participant is under 18 years of age: Parent/Guardian's Signature X _____