



## Waiver of Liability Agreement

July 18, 2018

### Acknowledgment and Assumption of Risk and Informed Consent to Participate

IN CONSIDERATION of being permitted to participate in any way in a Flatwater Paddling North Sprint Club sports and recreation programs and related activities ("Activities") I, for myself, my personal representatives, assigns, heirs, and next of kin:

ACKNOWLEDGE, agree, and represent that I understand the nature of Paddlesports and related Activities and that I am qualified, in good health, in proper physical condition to participate in such Activity and willingly agree to comply with the stated and customary terms and conditions of participation. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately notify the nearest official and discontinue further participation in the Activity.

FULLY UNDERSTAND that: (a) Paddlesports and related ACTIVITIES INVOLVE RISKS AND DANGERS OF DAMAGE TO PERSONAL PROPERTY AND SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.

### Release of Liability, Waiver of Claims and Indemnity

HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Canoe Kayak Canada, the Flatwater Paddling North Sprint Club, its affiliated clubs, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, INJURIES, DAMAGE TO PROPERTY, OR OTHER DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

### Consent for Use of Likeness and Information

The undersigned hereby grants to the Flatwater Paddling North Sprint Club the right to use, without payment of any fee or charge, any photograph, video tape or other visual media of myself for the purpose of furthering the club objectives including but not limited to use for media, inclusion in the club publications and website advertising.

### Consent to Use of Information

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT AND HAVE AGREED TO IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Name of Participant \_\_\_\_\_ Date of Birth \_\_\_\_\_

Signature of Participant (or parent of legal guardian of participant under 18) \_\_\_\_\_

Name of Witness \_\_\_\_\_ Signature of Witness \_\_\_\_\_

Date Signed \_\_\_\_\_ Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_