
Stand Up Paddle (SUP) Kingston Release and Waiver (the "Agreement")



The Boathouse, 2 Gore Street, Kingston, ON K7L 2L1

WARNING: THIS AGREEMENT WILL AFFECT LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. READ CAREFULLY.

The participant or the parent/guardian for participants under the age of majority ("Releasor") must agree to and initial paragraphs 1-7 and sign this agreement before the participant engages in any SUP Kingston related Activities.

In consideration of the services provided by **Stand Up Paddle Kingston ("SUP Kingston")**, and in consideration of being permitted to participate in any way, in the programs, activities and related events of **SUP Kingston ("Releasee")**, including but not limited to paddleboarding, stand up paddleboarding training, dynamic warm-up drills or any related activity (the "**Activities**"),

I, _____ (the Releasor) acknowledge, appreciate and agree to the following:

IF PARTICIPANT IS UNDER THE AGE OF MAJORITY

I am the Parent/Guardian of the Minor and am executing this waiver on behalf of the Minor in my capacity as Parent/Guardian and with the intent that this waiver be binding on myself and the Minor for all legal purposes.

Initial

I acknowledge on behalf of the Minor, the Minor's obligation to immediately inform the Releasees if the Minor feels any pain, fatigue, discomfort or other symptoms during or immediately after the Minor's participation in the Activities.

Initial

1. I fully understand that the Activities involve inherent risks and dangers that may cause property damage, serious injury and death to participants, including but not limited to rolling over or sinking of a vessel, whether intentional or unintentional; water hydraulics, rapids, currents, swells, waves, water/wetness, debris, cold weather, cold water, hot weather, damage caused by the sun, lightning or other natural forces; camping, animal attacks, portaging or other similar activities; my own negligence or the negligence of others, including that of the Releasors, which may include misjudgments of terrain, rapids, weather or route choice. This activity is intended only for competent swimmers, and there are inherent risks, including but not limited to injury or death by drowning, for competent or non-competent swimmers.

Initial
2. I understand that the description of potential risks in this Agreement is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

Initial
3. Further, I fully understand the risks, dangers and hazards associated with my participation in the Activities and accept and assume all risks, dangers, and hazards as entirely at my own risk.

Initial
4. By entering into this Agreement, I am not relying on any oral or written representations made by the Releasees, other than what is set out in this Agreement. This Agreement is the entire agreement on liability between the Releasees and the Releasor. No other terms may be

incorporated into this Agreement. If any provision of the Agreement is found to be unenforceable, the remaining terms shall be enforceable. This Agreement is to be governed by the laws of Ontario, and the laws of Canada applicable therein, and any litigation arising from this Agreement will be commenced in Ontario.

Initial

5. Accordingly, I agree to, and do hereby, WAIVE any and all claims that I have or may in the future have against SUP Kingston, its agents and employees and Myra MacDonald, related to the Activities and my participation in them, and I agree to release SUP Kingston, its agents and employees and Myra MacDonald from any and all liability for any loss, damage, death, injury or expense that I or the participant under the age of majority may suffer as a result of my participation in the Activities howsoever caused. This waiver and release includes but is not limited to any and all claims arising from the negligence, gross negligence, breach of contract, or breach of any duty imposed by law on the Releasees.

Initial

6. Further, I agree to HOLD HARMLESS AND INDEMNIFY SUP Kingston, its agents and employees and Myra MacDonald for any injury, loss or property damage to any third party resulting from my participation in the Activities and that this agreement shall be effective and binding upon my heirs, next of kin, executors' administrators and assigns, in the event of my death.

Initial

7. Consumption of alcohol prior to the Activities provided by SUP Kingston is strictly prohibited. Following the Activities, I fully understand that the Paddle & Pint sessions may involve the optional consumption of alcohol for participants who are of legal drinking age at a separate venue from SUP Kingston. I understand that drinking beer or alcohol is not a requirement of the event. If I do consume alcohol, I do so of my own choice and volition. I agree to drink responsibly and in compliance with all relevant municipal, provincial and federal law concerning the sale, service and consumption of alcohol. I am aware that my consumption of alcohol may increase my risks of property damage, injury or death and assume all responsibility for it.

Initial

OPTIONAL: PHOTO/VIDEO CONSENT

By initialling, I consent to having photos or video taken of me for the purpose of being used via print, website and social media (Facebook, Instagram, Twitter, newsletters, YouTube) by SUP Kingston for promotion and advertising.

Initial

I confirm I have had sufficient time to read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

Participant's Name

Parent/Guardian Name

Signature of Participant or
Parent/Guardian

Date:

Signature of Witness

Date: