



WAIVER OF LIABILITY, ASSUMPTION OF RISK AND PHOTO RELEASE FOR PARTICIPANTS UNDER THE AGE OF MAJORITY

The parent/tutor of the participant must agree to and initial paragraphs 1-7 and sign this agreement before the Minor would participate in any Paddle Canada course.

In consideration for the opportunity for the Minor Participant (the "Minor") to participate in an educational kayaking, canoeing, or stand-up paddle-boarding course, training or any related activity ("Paddlesports"), on behalf of the Minor I hereby agree, acknowledge, and understand that:

- 1. I am the Parent/Tutor of the Minor and am executing this waiver on behalf of the Minor in my capacity as Parent/Tutor and with the intent that this waiver be binding on myself and the Minor for all legal purposes.
- 2. **I and the Minor assume all risk and release and hold harmless** Paddle Canada, Paddle Canada Instructors, Paddle Canada Instructor-Trainers and their officers, directors, employees, representatives, agents, volunteers, persons entrusted with the custody or owners of the vessels or premises where the Paddlesports are undertaken (collectively, the "Releasees") from any legal claim, demand, debt, law suit or cause of action that I, my estate, heirs, successors or assigns may have had in the past, have now or may have in the future for any and all damages of any kind, including bodily or moral injury, disability, death or material damage to person or property, howsoever caused, including but not limited to the risks or facts described in paragraphs 5, 6 and 7 of this agreement, or by negligence, gross recklessness, gross carelessness, gross negligence, gross fault or intentional fault.
- 3. I acknowledge on behalf of myself and the Minor, the obligation to immediately inform the Releasees if the Minor feels any pain, fatigue, discomfort or other symptoms during and immediately after the Minor's participation in the Paddlesports.
- 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 signing party or parties. No other terms may be incorporated into this agreement. If any provision of the agreement is found to be unenforceable or null, the remaining terms shall be valid and enforceable. Litigation arising from this agreement can only be commenced in the province/territory that the activity was undertaken in. The present agreement is governed by the law of the province/territory in which it was signed.

HAZARDS AND RISKS ASSOCIATED WITH PADDLESORTS OR PADDLE CANADA COURSES

- 5. Risk of injury from the activity and equipment utilized in paddlesports, swimming, and related land or water activities is substantial and includes the potential for broken bones, drowning, injuries related to exposure to natural elements, contagions and man-made pollutants, severe injuries to the head, neck, and back, or other bodily injuries that may result in permanent disability or death.
- 6. **Potential causes of injury include, but are 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, lightning and natural forces, camping, animal attacks, portaging or other similar activities; they also include my own negligence, the negligence of the Minor or the negligence of others, including that of the Releasees, which may include misjudgments of terrain, rapids, weather or route choice.
- 7. **I understand that this description of potential risks is not complete and that unknown or unanticipated risks may result in injury, illness, death or other damages.**

I confirm that I have had sufficient time to read and understand this waiver in its entirety, and have agreed to the terms freely and voluntarily without inducement. I understand that this waiver is binding on me and the Minor, our heirs, successors or assigns, and legal representatives.

Minor's Name _____ Parent/Tutor Name _____ Parent/Tutor Signature _____ Date (D/M/Y) _____

City/Town _____ Address _____ Postal Code _____ Province _____ Telephone _____

Email: _____ Witness: _____ Signature: _____

Age of Minor: 10 and under, 10-13, 13-16, 16+

If the Minor has any relevant medical conditions, it is important to describe them on the back of this page and inform your instructor.