



## **Assumption of Risks, Waiver of Liability, Release of Claims & Photo Consent**

Read Carefully – By signing this document, you give up certain rights to legal action!

Definition: Canoeing, kayaking and stand-up paddle boarding includes lake water practice and travel, river practice and travel, white water manoeuvring & practice, rapid running and pool sessions, including travelling to and from such activities and associated camping or accommodation and dining.

IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE IN ANY WAY IN THE CEYANA CANOE CLUB PROGRAMS, RELATED EVENTS, TRIPS AND ACTIVITIES, THE UNDERSIGNED ACKNOWLEDGES, APPRECIATES AND AGREES THAT:

a. Canoeing and kayaking involves certain dangers, all of which cannot be listed here. Among the more obvious and frequent are, but not limited to:

- Exposure to variable extremes in weather that may cause injury due to heat or cold, lightning, wind and which may prevent or force route and itinerary changes;
- Contact with and/or possible immersion in cold water for undetermined periods, leading to hypothermia and/or possible suffocation;
- Exposure to capsizes, trees, rocks, bridge abutments, log jams, rope entanglement, river and tidal current patterns and other possible sources (both natural and man-made, some of which are hidden from view) which may block part or all of a river channel, overturn boats, and possibly draw paddlers under water where entrapment with no possibility of rescue or survival;
- Unfamiliar terrain and routes where paddlers could become separated from the party;
- Wild and dangerous animals: bears, cougars, coyotes, wolves, moose, elk, rattlesnakes, biting insects, and many others.
- Walking, portaging, hiking and camping injuries from falls due to terrain, misuse of camp gear (axes, saws & stoves, etc.), and many other possible injuries;
- Transport by public or private motor vehicle, helicopter or fixed wing aircraft;
- Remote locations with poor communications and inability to get rescue or medical assistance easily or quickly.
- Illness due to exposure to communicable or infectious diseases such as COVID-19, or as a result of poor personal hygiene;
- Illness related to ingesting impure food or liquids;
- Allergic reactions to natural substances in the environment (i.e. but not limited to poison plants, insect bites or stings, poison venom);
- Allergic reactions to substances in food items.

b. I am not relying on any oral or written statements made by the CEYANA CANOE CLUB, or its agents, whether in brochure, advertisements or in individual conversation to lead me to become involved in this program on any basis other than my assumption of the risks involved.

c. I am voluntarily participating and agree to accept all of the risks and the possibility of death, personal injury, illness, property damage and/or loss resulting from my involvement with the course, event and/or trip I am undertaking with the CEYANA CANOE CLUB.

d. I release the CEYANA CANOE CLUB, its officers, instructors, volunteers, employees, guides, agents and representatives from any and all liability for any personal injury, illness, death, property damage or loss I may suffer as a result of my participation in a club trip, course, program or event, for any cause whatsoever including negligence on the part of the CEYANA CANOE CLUB, its officers, employees, guides, instructors, leaders, volunteers, agents or representatives.

e. I certify that I am physically capable, free of any infectious disease, and fit to participate in this activity and assume the responsibility for my physical fitness and the capacity to undertake all such activities.

f. I hereby consent that the photographs taken of me by the CEYANA CANOE CLUB officers or members may be used in whole or in part by the CEYANA CANOE CLUB for the purpose of advertising or publication of the club in any manner.

g. Should the CEYANA CANOE CLUB or anyone acting on its behalf be required to incur lawyer's fees and costs to enforce this agreement, I agree to indemnify and hold the CEYANA CANOE CLUB officers and members harmless for all such fees and costs.

h. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

i. I confirm that I have read over this agreement before signing, that I understand it and that it will be binding on myself, my estate, my heirs, my next of kin, my executors, administrators and assigns.

j. I agree that the laws of the Province of Alberta govern this contract.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at the place of \_\_\_\_\_, in the Province of \_\_\_\_\_.

\_\_\_\_\_  
Printed Name of Member/Participant 18 Years of Age and Over

\_\_\_\_\_  
Printed Name of Witness 18 Years of Age and Over

\_\_\_\_\_  
Signature of Member/Participant

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

**Parent's or Guardian's additional Indemnification (must be completed for each participant under the age of 18 years).**

In consideration of [Minor's name(s)]:

1 - \_\_\_\_\_

2 - \_\_\_\_\_

3 - \_\_\_\_\_

4 - \_\_\_\_\_

5 - \_\_\_\_\_

6 - \_\_\_\_\_

being permitted by CEYANA CANOE CLUB to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless the Club, members, leaders, instructors, employees and executive from any and all Claims which are brought by, or on behalf of the above Minor(s), and which are in any way connected with such use or participation by the above Minor(s).

I understand that my child must obey the rules established by the canoe club and the supervisors. **I agree that if my child breaches the rules he or she will be asked to stop the activity with the opportunity to engage once the issue has been properly addressed by those responsible for the activity.**

**Illness and Injury**

I hereby give my consent for the above child(ren) to participate in the activities at the facility or event. I also give my consent for him/her/them to accompany the supervisors or leader in the event or activities. I fully understand that injuries can occur during participation. If I cannot be reached in the event of an emergency, I give consent and authorize the Canoe Club officers, leaders or instructors, to obtain through physician or hospital of their choice, such medical care as is reasonably necessary for the welfare of my child, if he/she/them is injured and requires immediate medical attention.

I agree that unless otherwise arranged I will be on the program site during the course of this/these club activities.

I am the legally responsible Parent or Guardian for the above named minor(s).

\_\_\_\_\_  
Printed Name of Parent/Guardian

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Cell /Mobile Phone #

**Members and program participants maybe requested during exceptional circumstances such as the COVID-19 pandemic, to review and re-initial their completed waiver, for subsequent program sessions.**

Date \_\_\_\_\_ Initial \_\_\_\_\_ Date \_\_\_\_\_ Initial \_\_\_\_\_ Date \_\_\_\_\_ Initial \_\_\_\_\_