

# 2021 CANOE SPRINT & PARACANOE RELEASE AGREEMENT / DÉCHARGE CANOË DE VITESSE & PARACANOË 2021

## Language / Langue\*

French / Français

English / Anglais

## Athlete Age / Âge de l'athlète\*

17 and under / 17 ans et moins

18 and over / 18 ans et plus

Athletes 17 and under require parent signature at the end of this form / Les athlètes de 17 ans et moins exigent la signature du parent à la fin de ce formulaire

## ASSUMPTION OF RISK AND RELEASE AGREEMENT

1. This is a binding legal agreement that must be signed by all Participants (athletes, coaches or other support personnel, or their parent or legal guardian, if under the age of 18) before they may participate in the Activities, as defined below.
2. By signing this agreement, I (or my parent or legal guardian, if I am under the age of 18) acknowledge that I have read and understand this agreement, that I have been, by the present, made aware that I can seek legal advice regarding this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.
3. As a Participant participating in a Balmy Beach Canoe Club sanctioned activity, which includes any activity or event, including, but not limited to any competition, training camp, festival, workshop or clinic (collectively referred to as the "Activities"), whether taking place in person or remotely, individually or collectively, inside or outside a sport-specific facility (defined below as the Premises) the undersigned acknowledges and agrees to the terms described herein.

### Description and Assumption of Risks

4. I hereby acknowledge and understand that my participation in the Activities carries certain standard, common and reasonably foreseeable risks, dangers and hazards inherent to the sport of canoe/kayak or participating in an outdoor sport including, but not limited to: drowning; collision with other persons or objects; being struck by a paddle and/or watercraft; the risk of stroke, heart attack or other similar life threatening conditions caused by physical exertion; the risk of personal injury including, but not limited to, cuts, scrapes, bruises, or other lesions, strains, sprains, fractures, brain injury such as concussions or other head traumas, spinal cord injury including paraplegia or quadriplegia, or death; damage to or loss of eyesight; loss of balance or control; slips, trips and falls; or a failure to act safely or within one's own ability.
5. I also hereby acknowledge and understand that I may be required to resume training remotely, or independently, outside of a sport-specific facility, owned, leased, operated or otherwise controlled by the Organization ("Remote Training") and that this carries certain risks, hazards and dangers, as described immediately below, and for which I accept full responsibility.
6. In this regard, I (or my guardian, if I am under the age of 18) understand, acknowledge and accept full responsibility for the risks, dangers, and hazards which are inherent to Remote Training and/or use of the Organization's facilities while participating in the Activities, which may involve entering lands, properties, facilities, structures, installations, vehicles or equipment owned, leased, operated or otherwise controlled by the Organization (the "Premises"). These inherent risks include, but are not

limited to: the potential for bodily injury or illness (including contraction of COVID-19); close proximity to or contact with others who may have been exposed to or infected with COVID-19 or other communicable illnesses; close proximity to or contact with surfaces, equipment, fixtures, or other objects that may be infected with COVID-19 or other communicable illnesses, despite the Organization's efforts; collision with natural or manmade objects; tripping hazards; imperfect venue or field of play conditions; equipment failure; loud-noises; equipment failure; dehydration; exhaustion; lacerations, bone fracture, bone breakage, soft-tissue damage, dislocations, tendon and/or ligament damage, sprains, spinal injuries, head or neck injuries, concussion, hearing damage, ocular damage, damage to teeth or dental work, or other bodily injury, disability (permanent or temporary), paralysis, or death; participants of varying skill levels; the negligent use of the Premises by others; despite the Organization's efforts, inadequate safety measures or unsafe Premises; other circumstances known, unknown or beyond the control of the Organization, its partners, sponsors, agents, affiliates, directors, employees, officer, or volunteers; or negligence or omission of any of the aforementioned individuals.

7. I also hereby acknowledge and understand that by signing the present agreement I acknowledge that I assume and am aware of or have been informed by Balmy Beach Canoe Club of the standard, common and reasonably foreseeable risks, dangers and hazards inherent to the sport of canoe/kayak which may include, but are not limited to, death, injuries or other harm or damages resulting from:

- a) Engaging in vigorous and strenuous physical exertion;
- b) Water hazards, terrain obstacles, waves, unstable surfaces and extreme and unforeseeable weather conditions;
- c) The use of any piece of equipment for the purpose of participating in the Activities, whether as a result of my own improper use or mechanical failure or manufacturer's defect;
- d) Contact, collision, falling or being struck by other participants or equipment and/or watercraft;
- e) Entanglements, entrapments, or flying objects and debris, falling out of boat/watercraft into the water, capsizing or being knocked unconscious in the water;
- f) Cold water conditions resulting in hypothermia and the potential risks and hazards above; or
- g) Any other environmental or weather conditions.

8. Furthermore, I am aware and understand:

- a) That I am expected to wear an approved Personal Flotation Device when on the water, unless otherwise stated by any government regulations that provide exemptions for the Activity(ies) and for which I qualify;
- b) That injuries sustained can be severe;
- c) That I may experience anxiety while challenging myself during the activities, events and programs;
- d) That I may come into close contact with other participants; and
- e) That my risk of injury increases as I become fatigued.

9. I am also aware and understand that my participation in the Activities may put me at an elevated risk of contracting or being exposed to viruses, including COVID-19, or other illnesses that may be present in the general population and/or in public spaces and that I nevertheless choose to participate in the Activities and fully assume the risk of doing so.

10. Therefore, as a condition of my participation in the Activities, I agree:

- a) To ASSUME all risks arising out of, associated with or related to my participation in the Activities;

- b) That my physical condition has been verified by a medical doctor to participate (or that I have been notified that my physical condition should be verified by a medical doctor and that I have consciously decided to not undergo such a verification);
- c) That I am solely responsible for my safety;
- d) To remove myself from the Activities or take any and all appropriate actions if I sense or observe any unusual hazard or unsafe condition or if I feel unable or unfit to safely continue participating in the Activities; and
- e) To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, illness, death, property damage, expense and related loss, including loss of income, resulting from my participation in the Activities.

## **Release**

In addition to assuming the risks of participating in the Activities as described above, I also agree as follows:

- 11. That Balmy Beach Canoe Club and its trainers, instructors, agents, staff, volunteers, directors, sponsors, partners and representatives (collectively referred to as the "Organization"), as well as any such individuals from its affiliated Provincial Associations and member clubs (collectively referred to as the "Affiliates"), shall not be considered responsible for any death, personal injury, illness, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of their participation in, the Activities;
- 12. To WAIVE any and all claims that I may have now or in the future against the Organization and its Affiliates;
- 13. To FOREVER RELEASE the Organization and its Affiliates from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which I may have now or in the future, that might arise out of, result from, or relate to my participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization or its Affiliates; and
- 14. To hold harmless and indemnify the Organization and/or its Affiliates from any and all liability for any damage to property of or personal injury or death to any third party, resulting from my use of or presence in or at any facilities made available for the Activities by the Organization and/or its Affiliates.

## Acknowledgement

I FREELY ACCEPT AND FULLY ASSUME ALL STANDARD, COMMON AND REASONABLY FORESEEABLE RISKS, DANGERS AND HAZARDS INHERENT TO THE SPORT OF CANOE/KAYAK AND THE POSSIBILITY OF PERSONAL INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. I ACKNOWLEDGE THAT I AM RESPONSIBLE FOR MY CHOICE TO PARTICIPATE IN THE SPORT OF CANOE/KAYAK AFTER BEING NOTIFIED OF THE ABOVE-MENTIONED RISKS, DANGERS AND HAZARDS AND THAT THE LEVEL OF RISK, DANGER AND HAZARD THAT MAY AFFECT ME PERSONALLY MAY BE AFFECTED BY MY SKILL LEVEL AND EXPERIENCE IN THE SPORT OF CANOE/KAYAK, AS WELL AS ANY PRECAUTIONARY MEASURES THAT I MAY OR MAY NOT HAVE TAKEN TO AVOID SUCH RISKS, DANGERS AND HAZARDS AND MY CHOSEN REACTION IN ANY GIVEN SITUATION WHILE PARTICIPATING IN THE SPORT OF CANOE/KAYAK.

Participant Name (Printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### **FOR PARTICIPANTS WHO ARE 17 YEARS OLD AND YOUNGER:**

As the parent or legal guardian of the Participant, I declare that I have parental and/or legal authority to enter sign this agreement on behalf of the Participant, and I acknowledge that I have read and understand this agreement, and that I have been, by the present, made aware that I can seek legal advice regarding this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon the Participant, myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

Parent/Guardian Name (Printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_