



## INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT

*(for participants who are 17 years old and younger)*

**WARNING! By signing this document you will waive certain legal rights, including the right to sue in circumstances outlined in this Agreement. Please read carefully.**

Participant's Name: \_\_\_\_\_ Date: \_\_\_\_\_

1. This is a binding legal agreement; therefore clarify any questions or concerns before signing. As a Participant participating in Canoe Kayak Canada sanctioned activities, which includes events, races, training, competitions, trials, festivals, regattas, camps, workshops and clinics (collectively the "Activities"), the undersigned, being the Participant and, if applicable, the Parent/Guardian of the Participant (collectively the "Parties") acknowledge and agree to the following terms:

### Disclaimer

2. Canoe Kayak Canada and its trainers, instructors, agents, staff, volunteers, directors, and representatives (collectively the "Organization"), as well as its affiliated Provincial Associations, and member clubs (collectively the "Affiliates"), are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, the Activities, caused by the risks, dangers and hazards associated with the Activities.

### Description of Risks

3. The Participant is participating voluntarily in the Activities. In consideration of that participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards and may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to, injuries from:
  - a) The hazards particular to the Activity(ies) in which I am participating;
  - b) Executing strenuous and demanding physical techniques;
  - c) Water hazards, terrain obstacles, waves, unstable surfaces and extreme weather conditions;
  - d) Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
  - e) Exerting and stretching various muscle groups;
  - f) Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
  - g) Contact, colliding, falling or being struck by other participants or equipment;
  - h) Blunt force trauma serious soft tissue injuries, broken bones, or spinal cord injuries which may render the Participant permanently paralyzed;
  - i) Surface abrasions, entanglements, entrapments, or flying objects and debris;
  - j) Drowning including but not limited to, equipment failure or entanglement, falling out of boat/watercraft into the water, capsizing or being knocked unconscious in the water; and
  - k) Cold water conditions resulting in hypothermia and the potential risks and hazards above.
4. Furthermore, the Parties are aware:
  - a) That the Participant is expected to wear an approved Personal Flotation Device when on the water, with exception to any government regulations that provide exemptions for the Activity(ies);





- b) That injuries sustained can be severe;
- c) That the Participant may experience anxiety while challenging himself or herself during the activities, events and programs;
- d) That the Participant may come into close contact with other participants;
- e) That the Participant's risk of injury is reduced if the Participant follows all rules established for participation; and
- f) That the Participant's risk of injury increases as the Participant becomes fatigued.

**Release of Liability**

5. In consideration of Canoe Kayak Canada and its Affiliates allowing the Participant to participate, the Parties agree:
- a) That the Participant's physical condition has been verified by a medical doctor to participate;
  - b) To freely accept and fully assume all such risks, dangers and hazards and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from the Activities;
  - c) To forever release Canoe Kayak Canada and its Affiliates from any and all liability for any and all claims, demands, actions and costs that might arise out of the Participant's participation in the Activities, or from any breach of contract.

**Acknowledgement**

6. The Parties acknowledge that they have read this agreement and understand it, that they have executed this agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, executors, administrators and representatives.

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Printed Name of Parent or Guardian  
(if the Participant is 17 years old or younger)

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date

