

## **RELEASE OF LIABILITY, WAIVER OF CLAIMS ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

## By signing this document you will waive certain legal rights, including the right to sue. PLEASE READ CAREFULLY

## **AWARENESS AND ASSUMPTION OF RISK**

I am aware that paddling, canoe tripping and specifically moving water paddling involves risks including risk of personal injury, death, property damage, expense and related loss, including loss of income. Included in these risks are negligence on the part of **Paddle In**, its directors, officers, officials and volunteers, other participants and owners of the facilities where the activities occur (referred to in the rest of this agreement as "**Paddle In** AND OTHERS"). I freely accept and fully assume all such risks and the possibility of personal injury, death, property damage, expense and related loss, including loss of income.

## **RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of **Paddle In** accepting my application to participate in this activity, I agree:

- 1. To waive any and all claims that I may have in future against **Paddle In** AND OTHERS.
- 2. To release **Paddle In** AND OTHERS from any and all liability for any personal injury, death, property damage, expense and related loss, including loss of income that I or my next of kin may suffer as a result of my participation in this activity, due to any cause whatsoever, including negligence, breach of contract or breach of any statutory duty of care. I grant **Paddle In** the permission to use my likeness (photo image, video, etc.) and any comments in their advertising and promotional material.
- 3. To hold harmless and indemnify **Paddle In** AND OTHERS from any and all liability for any damage to property of, or personal injury to, and third party, resulting from my participation in this activity.
- 4. That this agreement is binding on not only myself but also my next of kin, heirs, executors, administrators and assigns.
- 5. I understand that the Law of Ontario applies to any dispute or claim involving Paddle In.

I HAVE READ THIS AGREEMENT AND UNDERSTAND IT. I AM AWARE THAT BY SIGNING THIS DOCUMENT I AM WAIVING CERTAIN RIGHTS WHICH I OR MY NEXT OF KIN, HEIRS, EXECUTORS, ADMINSTATORS AND ASSIGNS MAY HAVE AGAINST PADDLE IN AND OTHERS.

Signed this day of ,200\_.

Witness

Signature of Participant/Guardian

Please Print Name Clearly

Please Print Name Clearly

**Paddle In** 503 Con Rd 15W Tiny ON L9M 0K3 Tel: (705)-533-3576 Fax: (705)-533-0016