



ALBERTA WHITEWATER ASSOCIATION & PINCH-O-CROW CREEKERS KAYAK CLUB

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT (FOR THOSE 18 YEARS OF AGE AND OLDER)

**WARNING! BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS!
PLEASE READ CAREFULLY!**

Participant's Name: _____ Date: _____

1. This is a binding legal agreement. As a Participant in the programs, activities and events of the Alberta Whitewater Association and Pinch-O-Crow Creekers Kayak Club, the undersigned acknowledges and agrees to the following terms:

DISCLAIMER CLAUSE

2. The Alberta Whitewater Association and the Pinch-O-Crow Creekers Kayak Club, their respective members, instructors, coaches, directors, officers, committee members, agents, employees, volunteers and representatives (hereafter referred to as the "Associations") and Her Majesty the Queen in Rights of the Province of Alberta are not responsible for any injury, personal injury, loss, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant or any person, during, or as a result of, the sport of whitewater kayaking/canoeing or while participating in the Associations' programs, activities and events, caused in any manner whatsoever including, but not limited to, the negligence of the Associations.

DESCRIPTION OF RISKS

3. I am participating voluntarily in the programs, activities and events of the Associations and in the sport of whitewater kayaking and canoeing. In consideration for my participation in the Associations' programs, activities and events, I acknowledge that I am aware of the **RISKS, DANGERS AND HAZARDS** associated with the Associations programs, activities and events which include, but are not limited to, water programs, outdoor adventures and activities relating to kayaking and canoeing in either a pool or outdoor lakes, rivers or sea, and travel in vehicles and there is **POSSIBLE RISK OF SEVERE OR FATAL INJURY TO MYSELF OR OTHERS**. These risks, dangers and hazards include, but are not limited to:
 - a) **DROWNING** or near drowning, for reasons including, but not limited to: falling out of the kayak/canoe into the water, underwater entrapment by a water feature, equipment entanglement or being knocked unconscious in the water;
 - b) Injuries resulting from physically hitting the canoe/kayak, paddle, water surface, pool surface, shoreline embankments, underwater features or being hit by another boat, paddle or paddler;
 - c) Extremes of cold and hot weather and temperature which may result in hypothermia, hyperthermia, sunstroke, sunburns or heat exhaustion;
 - d) Prolonged or sudden exposure to cold water which may result in hypothermia or cardiac arrest;
 - e) Hazards related to windstorms, rainstorms, lightning, hailstorms, or snowfall or travel in and on lakes, rivers or seas;
 - f) Hazards related to poles, wires, strings, gates and/or crossbars used to hang slalom courses or mark downriver courses that may entangle or snare a person on, in or under the water;
 - g) Remote locations in mountain terrain, river valleys and canyons with poor communications and inability to get rescue or medical assistance quickly or easily;
 - h) Unfamiliar country and wilderness areas where the Participant may be separated from the Associations become lost, get off course or become stranded;
 - i) Medical problems arising before, during or after an Associations program, activity or event.
 - j) Terrain which causes a slip, trip or fall;
 - k) Other injuries (e.g., blisters, sprains, strains, dislocations, acute or overuse injuries);
 - l) Additional risks associated with travel to and from locations including transport by public or private motor vehicle, helicopter and fixed wing aircraft that may result in a vehicle accident;
 - m) Failure to follow directions from instructors or those in charge of outdoor trips, including those specifying:
 - i. Staying with the group at all times unless those in charge are consulted and provide consent;
 - ii. Wearing an approved personal flotation device (PFD) and helmet when on and/or around water;
 - iii. Safe use of tools and other equipment where required.
 - n) Illness related to poor personal hygiene or ingesting impure water or food;
 - o) Allergic reactions to food or natural substances in the environment (e.g. poison plants, bee stings, bug bites, poison venom);
 - p) Injuries related to encounters with animals and plants in the environment;
 - q) Injuries related to equipment (poor fit, improper adjustment, malfunction, or becoming tangled);
 - r) Injuries related to lifting, carrying, walking with, or putting down the craft and/or packs;
 - s) Other risks normally associated with participation in the activity and environment; or
 - t) Loss of or damage to personal boat, paddle, gear and other equipment before, during or after the activity.

CONSENT AND ACKNOWLEDGEMENT OF RISK

4. I consent and acknowledge:

- a) It is my duty and a right granted by the Associations to obtain as much information as I require about the programs, activities and events of the Associations and any and all associated risks and hazards, including information beyond what has been provided to me by the Associations.
- b) That I freely and voluntarily assume the risks/hazards inherent in the programs, activities and events of the Associations and understand and acknowledge that I may suffer personal and potentially serious injury arising from my participation.
- c) That the Associations have the right to refuse to allow me to participate in any program, activity or event if, in the Associations' opinion, I am not adequately fit, not properly equipped, insufficiently skilled or otherwise not ready to participate safely.
- d) To abide by the rules and regulations, including directions and instructions from the Associations and/or service providers, administrators, instructors/coaches and supervisors over all phases of the program, activity or event.
- e) I have read and agree to abide by the Associations' Code of Conduct and rules.
- f) In the event that I fail to abide by the rules and regulations or Code of Conduct or rules of the Associations, disciplinary action may require my exclusion from further participation and I will be responsible for any related costs associated.
- g) That it is my duty to advise the Associations of any medical/health concerns (e.g., medical, physical, emotional, learning, and/or behavioral conditions) that may affect my participation.
- h) That the Associations may cancel the activity if conditions are deemed unsafe (e.g., weather, health advisory). I accept that the Associations will not be liable for any costs associated with such a cancellation.
- i) That the Associations may secure transport to emergency medical services as they deem necessary for my immediate health and safety, and that I shall be financially responsible for such services.
- j) Based on my understanding, acknowledgement, and consents as described herein, I agree to participate under these conditions **throughout this calendar year**.

INDEMNIFICATION AND RELEASE OF LIABILITY

5. In consideration for the Associations allowing me to voluntarily participate in its programs, activities and events, I agree:
- a) **TO ASSUME AND ACCEPT ALL RISKS** arising out of, associated with or related to my participation in the Associations' programs, activities and events, even though such risks may have been caused by the **NEGLIGENCE** of the Associations;
 - b) **TO WAIVE ANY AND ALL CLAIMS** that I may have now or in the future against the Associations;
 - c) **TO ACCEPT FREELY AND BE SOLELY RESPONSIBLE FOR ANY INJURY, DEATH, LOSS OR DAMAGE** which I may sustain while participating in the Associations' programs, activities and events and in the sport of kayaking and canoeing, even though such injury, loss or damage may have been caused by the **NEGLIGENCE** of the Associations;
 - d) **TO FOREVER RELEASE, INDEMNIFY AND HOLD HARMLESS** the Associations, and their respective members, instructors, coaches, directors, officers, committee members, agents, employees, volunteers and representatives from any and all claims, demands, actions and costs which might arise out of my participation in the Associations' programs, activities and events and in the sport of kayaking and canoeing, due to any cause whatsoever, even though such claims, demands, actions and costs may have been caused by the **NEGLIGENCE** or breach of any duty of care of the Associations.

ACKNOWLEDGEMENT

I UNDERSTAND THAT THIS IS A LEGAL AGREEMENT. It is binding upon myself as well as upon my heirs, next of kin, executors, administrators, assigns and representatives.

I HAVE READ AND UNDERSTOOD ALL THE TERMS OF THIS AGREEMENT – Sections 1 to 5, and by signing this agreement voluntarily I am agreeing to abide by these terms.

Signed this _____ day of _____, 20_____,

Address _____ Town _____ Postal Code _____

Date of Birth _____ Email _____ Phone # _____

Name of Participant _____ Name of Witness _____

Signature: _____ Signature of Witness _____

Image Release

I grant permission to the Pinch-o-Crow Creekers Kayak Club and the Alberta Whitewater Association the right to use, without payment of any fee or charge and without limitation on time or frequency, for nonprofit, educational, promotional or publicity purposes only, any photographs, video footage, audiotape or digital images of me.

☐ Yes ☐ No Signature _____ Date: _____

The use, retention, and disclosure of personal information collected from this form is done in compliance with privacy legislation (Personal Information Protection Act)