PADDLE CANADA
PAGAIE CANADA

WAIVER OF LIABILITY AND ASSUMPTION OF RISK FOR PARTICIPANTS UNDER THE AGE OF MAJORITY

The parent/guardian of the participant must agree to and sign this agreement before the Minor participates in any Paddle Canada course.

WARNING: THIS AGREEMENT WILL AFFECT LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. READ CAREFULLY.

In consideration for the opportunity for the Minor Participant (the "Minor") to participate in an educational kayaking, canoeing, or stand-up paddle-boarding course, training or any related activity ("Paddlesports"), ON BEHALF OF THE MINOR I HEREBY AGREE, ACKNOLWEDGE AND APPRECIATE THAT:

_____ Init.

1. I am the Parent/Guardian of the Minor and am executing this waiver on behalf of the Minor in my capacity as Parent/Guardian and with the intent that this waiver be binding on myself and the Minor for all legal purposes.

_____ Init.

2. **I and the Minor assume all risk and release and hold harmless** Paddle Canada, Paddle Canada Instructors, Paddle Canada Instructor-Trainers and their officers, directors, employees, representatives, agents, volunteers, premises and vessels (collectively, the "**Releasees**") from any legal or equitable claims, demands, debts, law suits or causes of action that our estates, heirs, survivors, executors, or assigns may have had in the past, have now or may have in the future **for any and all injury, disability, death, loss or damage to person or property, howsoever caused, including but not limited to the risks described in paragraphs 5, 6 and 7 of this Agreement, or by negligence, gross negligence, breach of contract or breach of any duty imposed by the common law or statute.**

_____ Init.

3. I acknowledge on behalf of the Minor, the Minor's obligation to immediately inform the Releasees if the Minor feels any pain, fatigue, discomfort or other symptoms during and immediately after the Minor's participation in the paddlesports.

_____ Init.

4. By entering into this Agreement, I am not relying on any oral or written representations made by the Releasees, other than what is set out in this Agreement. This Agreement is the entire agreement on liability between the Releasees and the signing party ("**Releasor**"). No other terms may be incorporated into this Agreement. If any provision of the Agreement is found to be unenforceable, the remaining terms shall be enforceable. Litigation arising from this Agreement will be commenced in the province/territory that the activity was undertaken in.

HAZARDS AND RISKS ASSOCIATED WITH PADDLESPORTS OR PADDLE CANADA COURSES

_____ Init.

5. Risk of injury from the activity and equipment utilized in paddlesports, swimming, and related land or water activities is significant and includes the potential for broken bones, drowning, injuries related to exposure to natural elements, contagions and man-made pollutants, severe injuries to the head, neck, and back, or other bodily injuries that may result in permanent disability or death.

_____ Init.

6. **Potential causes of injury include, but are not limited to** rolling over or sinking of a vessel, whether intentional or unintentional; water hydraulics, rapids, currents, swells, waves, water/wetness, debris, cold weather, cold water, lightning or other natural forces; camping, animal attacks, portaging or other similar activities; my own negligence or the negligence of others, including that of the Releases, which may include misjudgments of terrain, rapids, weather or route choice.

_____ Init.

7. **I understand that this description of potential risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.**

I confirm that I have had sufficient time to read and understand this waiver in its entirety, and have agreed to the terms freely and voluntarily without inducement. I understand that this waiver is binding on me and the Minor, our heirs, assigns, and legal representatives.

_____ Minor's Name

_____ Parent/Guardian Name

_____ Parent/Guardian Signature)

_____ Date (D/M/Y)

_____ City/Town

_____ Address

_____ Postal Code

_____ Prov/Terr

_____ Telephone

Email: _____ Witness: _____ Signature: _____

Age of Minor: ☐ 10 and under, ☐ 10-13, ☐ 13-16, ☐ 16+

If the Minor has any relevant medical conditions, please describe them on the back of this page and inform your instructor.

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