

MISTAYA PADDLING CLUB & ALBERTA WHITEWATER ASSOCIATION



WAIVER OF LIABILITY AGREEMENT

**WARNING - BY SIGNING THIS FORM YOU GIVE UP
IMPORTANT LEGAL RIGHTS! PLEASE READ CAREFULLY!**

Participant's Name: _____

DISCLAIMER CLAUSE

The Mistaya Paddling Club and the Alberta Whitewater Association, their members, instructors/coaches, directors, 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, loss or damage of any kind sustained by any person while participating in the Associations' programs and activities for whitewater kayaking and canoeing, including injury, loss or damage which might be caused by the negligence of the Associations.

DESCRIPTION OF RISKS

I acknowledge that I am aware of the possible RISKS, DANGERS AND HAZARDS associated with the water programs, outdoor adventures and activities for kayaking and canoeing either in a pool or outdoors in lakes, rivers or sea, and travel in vehicles, including **THE POSSIBLE RISK OF SEVERE OR FATAL INJURY TO MYSELF OR OTHERS**. These risks, dangers and hazards include, but are not limited to:

- ◆ The risk of DROWNING or near drowning 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;
- ◆ Injuries resulting from your body hitting the canoe/kayak, paddle, water surface, pool surface, shoreline embankments, underwater features or being hit by another boat, paddle or paddler
- ◆ Extremes of cold and hot weather and temperature which may result in hypothermia, hyperthermia, sunstroke, sunburns or heat exhaustion
- ◆ Prolonged or sudden exposure to cold water which may result in hypothermia or cardiac arrest
- ◆ Hazards related to windstorms, thunderstorms, lightning, hailstorms, or snowfall
- ◆ Hazards related to travel in and on lakes, rivers or seas
- ◆ 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 the water
- ◆ Remote locations in mountain terrain, river valleys and canyons with poor communications and inability to get rescue or medical assistance quickly or easily
- ◆ Unfamiliar country and wilderness areas where the participant may be separated from the rest of the party, become lost, get off course or become stranded.
- ◆ Medical problems arising before, during or after the trip
- ◆ Terrain where a slip, trip or fall may cause injury or death
- ◆ Other injuries (e.g., blisters, sprains, strains, dislocations, acute or overuse injuries);
- ◆ 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
- ◆ Failure to follow directions from instructors or those in charge of outdoor trips, including those specifying
 - a) staying with the group at all times unless those in charge are consulted and provide consent;
 - b) wearing an approved personal flotation device (PFD) and helmet when on and around water;
 - c) safe use of tools and other equipment where required
- ◆ Illness related to poor personal hygiene
- ◆ Illness related to ingesting unpure water or food
- ◆ Allergic reactions to natural substances in the environment (e.g., poison plants, bee stings, bugbites, poison venom)
- ◆ Allergic reactions to substances in food items
- ◆ Injuries related to encounters with animals and plants in the environment;
- ◆ Injuries related to equipment (poor fit, improper adjustment, malfunction, or becoming tangled)
- ◆ Injuries related to lifting, carrying, walking with, or putting down the craft and/or packs;
- ◆ Other risks normally associated with participation in the activity and environment.
- ◆ Loss of or damage to my boat, paddle, gear and other equipment before, during or after the activity

CONSENT AND ACKNOWLEDGEMENT OF RISK

1. I acknowledge it is my duty and my right to obtain as much information as I require about this program or activity and associated risks and hazards, including information beyond that provided to me by the Associations.
2. I freely and voluntarily assume the risks/hazards inherent in the program/activity and understand and acknowledge that I may suffer personal and potentially serious injury arising from my participation.
3. I acknowledge that the Associations have the right to refuse to allow me to participate in any activity if, in the Associations' opinion, I am not adequately fit, not properly equipped, insufficiently skilled or otherwise not ready to participate safely.
4. I agree 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.
5. I have read and agree to abide by the Code of Conduct and rules.
6. In the event that I fail to abide by the rules and regulations or Code of Conduct or rules, disciplinary action may require my exclusion from further participation and I will be responsible for any related costs associated.
7. I acknowledge that it is my duty to advise the Associations of any medical/health concerns (e.g., medical, physical, emotional, learning, and/or behavioural conditions) that may affect my participation.
8. I acknowledge that the Associations may cancel the activity if conditions are deemed unsafe (e.g., weather, health advisory). I accept that the board will not be liable for any costs associated with such a cancellation.
9. I acknowledge 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
10. 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

In return for the Associations allowing me to voluntarily participate in its programs and activities, I agree:

1. TO ASSUME AND ACCEPT ALL RISKS arising out of, associated with or related to my participation in the Associations' programs and activities, even though such risks may have been caused by the NEGLIGENCE of the Associations;
2. TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE which I may sustain while participating in the Associations' programs and activities for kayaking and canoeing, even though such injury, loss or damage may have been caused by the NEGLIGENCE of the Associations;
3. TO IDEMNIFY AND HOLD HARMLESS the Associations, its officers, directors, agents, volunteers, employees and representatives from any and all claims, demands, actions and costs which might arise out of my participation in the Associations' water programs and activities for kayaking and canoeing, even though such claims, demands, actions and costs may have been caused by the NEGLIGENCE 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, in the event of my death or incapacity. I HAVE READ AND UNDERSTOOD ALL THE TERMS OF THIS AGREEMENT, and by signing this agreement voluntarily I am agreeing to abide by these terms.

Signed this _____ day of _____, 20_____, Address _____

Name of Participant _____ Town _____ Postal Code _____

Date of Birth _____ Email _____ Phone # _____

Signature: _____ Name of Witness _____

Signature of Witness _____

Image Release

I grant permission to the Mistaya Paddling 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: _____