

Ceyana Canoe Club – Waiver of Liability and Release of Claims

Read Carefully – By signing this document, you give up all rights to legal action

Definition: Canoeing and kayaking includes lake water practice and travel, river practice and travel, white water manoeuvring & practice, rapid running and pool sessions, including travelling to and from such activities and associated camping or accommodation and dining.

1. IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE IN ANY WAY IN THE CEYANA CANOE CLUB PROGRAMS, RELATED EVENTS, TRIPS AND ACTIVITIES, THE UNDERSIGNED ACKNOWLEDGES, APPRECIATES AND AGREES THAT:

- a. Canoeing and kayaking involves certain dangers, all of which cannot be listed here. Among the more obvious and frequent are, but not limited to:
 - Exposure to variable extremes in weather that may cause injury due to heat or cold, and which may prevent or force route and itinerary changes;
 - Contact with and/or possible immersion in cold water for undetermined periods, leading to hypothermia and/or possible suffocation;
 - Exposure to capsizes, trees, rocks, bridge abutments, log jams, rope entanglement, current patterns and other possible sources (both natural and man-made, some of which are hidden from view) which may block part or all of a river channel, overturn boats, and possibly draw paddlers under water where entrapment with no possibility of rescue or survival;
 - Unfamiliar terrain and routes where paddlers could become separated from the party;
 - Wild and dangerous animals: bears, cougars, coyotes, wolves, moose, elk, rattlesnakes, biting insects, and many others.
 - Walking, hiking and camping injuries from falls due to terrain, misuse of camp gear, and many other possible injuries.
 - Transport by public or private motor vehicle, helicopter or fixed wing aircraft; and
 - Remote locations with poor communications and inability to get rescue or medical assistance easily or quickly.
- b. I am not relying on any oral or written statements made by the CEYANA CANOE CLUB, or its agents, whether in brochure, advertisements or in individual conversation to lead me to become involved in this program on any basis other than my assumption of the risks involved.
- c. I am voluntarily participating and agree to accept all of the risks and the possibility of death, personal injury, property damage and/or loss resulting from my involvement with the course, event and/or trip I am undertaking with the CEYANA CANOE CLUB.
- d. I release the CEYANA CANOE CLUB, its officers, instructors, volunteers, employees, guides, agents and representatives from any and all liability for any personal injury, death, property damage or loss I may suffer as a result of my participation in its trip or course, for any cause whatsoever including negligence on the part of the CEYANA CANOE CLUB, its officers, employees, guides, instructors, leaders, volunteers, agents or representatives.
- e. I certify that I am physically capable and fit to participate in this activity and assume the responsibility for my physical fitness and the capacity to undertake such activities.
- f. I hereby consent that the photographs taken of me by the CEYANA CANOE CLUB may be used in whole or in part by the CEYANA CANOE CLUB for the purpose of advertising or publication of the club in any manner.
- g. Should the CEYANA CANOE CLUB or anyone acting on its behalf be required to incur lawyer's fees and costs to enforce this agreement, I agree to indemnify and hold the CEYANA CANOE CLUB harmless for all such fees and costs.
- h. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
- i. I confirm that I have read over this agreement before signing, that I understand it and that it will be binding on myself, my estate, my heirs, my next of kin, my executors, administrators and assigns.
- j. I agree that the laws of the Province of Alberta govern this contract.

Signed this _____ day of _____, 20____, at the place of _____, in the Province of _____.

Printed Name of Member(s) 18 Years of Age and Over

Printed Name of Witness 18 Years of Age and Over

Signature of Member(s)

Signature of Witness

Parent's or Guardian's additional Indemnification (must be completed for each participant under the age of 18 years).

In consideration of _____ [Minor's name(s)] being permitted by CEYANA CANOE CLUB to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless the Club, members, leaders, instructors, employees and executive from any and all Claims which are brought by, or on behalf of the above Minor(s), and which are in any way connected with such use or participation by the above Minor(s).

Printed Name of Parent/Guardian

Signature of Parent/Guardian