

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter the "Release Agreement")**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE OR BREACH OF CONTRACT OR TO
CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

SIGNATURE OF PARTICIPANT

TO: TORONTO SUP AND KAYAK & PADDLE CANADA and its directors, officers, employees, instructors, guides, agents, independent contractors, subcontractors, associated paddle sport clubs, representatives, successors and assigns (all of whom are hereinafter collectively referred to as "**the Releasees**")

Name	Last	First	Date of Birth (dd/mm/yyyy)
Telephone	Email		

DEFINITION

In this Release Agreement, the term Paddle Sport Activities shall include but is not limited to: all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include moving water and still water while participating in lake, river or ocean kayaking, canoeing, or paddle boarding; loan or rental of kayaks, canoes or paddle boards (hereinafter "the boats") and other equipment; orientational and instructional courses, seminars and sessions; swimming and related land and water activities; all travel, transportation, and accommodation; food, beverage including water supply, use of equipment, and multi-day camping or overnight stays in the outdoors.

In this Release Agreement, the term "**Negligence**" includes the failure by the Releasees to use such care as a reasonably prudent and careful guide, instructor, or Paddle Sport operator would use under similar circumstances, or breach of any other duty of care imposed by law.

ASSUMPTION OF RISKS

Participation in Paddle Sport Activities involves various risks, dangers and hazards including the risk of serious injury, paralysis or death. Paddle Sport Activities often take place in remote locations, where assistance, medical and first aid services and evacuation may not be readily available, and communication may be difficult or not possible. The risks, dangers and hazards that may be encountered include, but are not limited to: accidents which occur during transportation or travel to and from the departure point; slips and falls while getting into or out of the boats; overturning of the boats; loss of balance; impact or collision with objects; cold water immersion; repetitive strain injuries; dislocated shoulders; hypothermia; drowning; changing and inclement weather conditions including storms, high wind, high waves, floods and flash floods, and lightning; encounters with domestic or wild animals; all forms and sources of illness; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligence on the part of other participants; **and NEGLIGENCE ON THE PART THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN PADDLE SPORT ACTIVITIES.**

