RELEASE FROM LIABILITY AND ASSUMPTION OF RISKS

For: All Activities and Related Activities sponsored or organized by Wai Nui O Kanaka Outrigger Canoe Club (the **Organizer**) including, without limitation, The 'Wai Nui…Why Not' Race and all practices and other races

1) I acknowledge that canoeing, stand-up paddle boarding, kayaking and associated paddle and water sports (whether outdoor or indoor) (the **Activities**) involve risk, dangers and inherent hazards (collectively the **Inherent Risk**). I further acknowledge that in addition to the Inherent Risk the Activities involve certain additional risks, dangers, and hazards, some of which may include (but are not limited to): physical exertion for which I may not be prepared; weather extremes, including sudden and unexpected changes, dangerous water conditions, including cold water and movement, waves, currents, rapids and white water, collision with natural and man-made objects, including rocks and other boats, and equipment malfunction or failure (collectively the **Additional Risks**).

2) I acknowledge that the enjoyment and excitement of my participation in the Activities is derived, in part from the **Inherent Risk** and the **Additional Risks** and I expressly agree to freely accept and fully assume all risk of personal injury, death, property damage or less, resulting from any cause whatsoever, including but not limited to the Inherent Risk and the Additional Risks and active or passive negligence, imprudence, lack of skill, error of judgment, breach of contract or breach of statutory duty of care on the part of the **Organizer,** the Ontario Marathon Canoe and Kayak Racing Association (**OMCKRA),** City of Mississauga, Town of Oakville, Ontario Trillium Foundation, Canoe Ontario, Canadian Outrigger Association **(CORA)**, East Coast Outrigger Racing Association **(ECORA)**, team organizers and coaching volunteers, Canoe Kayak Canada **(CKC)** and all other related groups and persons (each such person being an **Indemnified Party)**. For greater certainly and without limiting the foregoing, I acknowledge that I use the equipment and facilities of the **Organizer, OMCKRA** and any other **Indemnified Party** with understanding of the nature, condition and state thereof and entirely at my own risk and acknowledge that I am solely responsible for the safety of my person and property and that the **Organizer, OMCKRA** and each other **Indemnified Party** assumes no responsibility whatsoever for the safety of my person or property in connection with the Activities or other activities (including on-water or dry-land practices, training and award ceremonies) sponsored or organized by any Indemnified Party (**Related Activities)**.

3) On my behalf and on behalf of my heirs, next of kin, executors, administrators, estate trustees, successors and assigns, I waive any and all claims I may now and in the future have against and release and forever discharge from liability and agree not to sue the **Organizer** and/or **OMCKRA** and/or any other **Indemnified Party** for any personal injury, death, property damage or less sustained by me as a result of my participation in the Activities or Related Activities due to any cause whatsoever, including but not limited active or passive negligence, imprudence, lack of skill, error of judgment, breach of contract, or breach of statutory duty of care on the part of the **Organizer** or **OMCKRA or any other Indemnified Party**.

4) On my behalf and on behalf of my heirs, next of kin, executors, administrators, estate trustees, successors and assigns, I agree to save harmless and indemnify the **Organizer** and **OMCKRA** and each other **Indemnified Party** from and against any and all liability or costs incurred by any of them for any personal injury, death, property damage or less to any third party, resulting from my participation in the Activities or Related Activities or in the operation of the **Organizer**.

5) I agree that I am responsible for all costs of rescue or medical attention rendered to me or for my benefit, arising from the Activities and Related Activities and I agree to indemnify the **Organizer, OMCKRA** and/or each other **Indemnified Party** from any and all liability in respect of any and all such costs.

6) I acknowledge that in signing this waiver and release I am not relying on any oral, written or visual representations or statements made by the **Organizer, OMCKRA** or any other **Indemnified Party.**

7) I agree to obey all rules of the Organizer and understand that it is my responsibility to provide a Personal Flotation Device (PFD) for all Activities, and that I will wear a PFD when so directed by the Organizer or if participating in Activities in water conditions in which I am not comfortable, or capable of, swimming. I further understand that it is my responsibility at all times to obey the laws applicable in Ontario, including those with respect to PFD usage. Failure to comply with the PFD requirements herein, or other rules of the Organizer generally, will result in the Organizer refusing to allow my participation in any Activity or Related Activity.

8) I agree that this Waiver and Release shall in all respects be governed by and interpreted in accordance with the laws of the province of Ontario.

I confirm that I am of the full age of 19 years and I have read this Waiver and Release prior to signing, understand its contents and accept its terms. I agree that this instrument will be binding upon my heirs, next of kin, executors, administrators, estate trustees, successors and assigns.

_____ _____ _____

Signature of Participant Printed Name Date

Address:_____ Email:_____

Emergency Contact:_____ Telephone:_____

☐ I am disclosing all known medical concerns: (allergies, asthma, medical conditions, medications, etc.)

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<u> If Above Signed Participant is not of the full age of 19 years Approval of Parent or Legal Guardian is required **</u>**

I have read the above waiver of Claims and release of liability that has been signed by:

_____(Please print name of minor) and as a parent or other legal guardian of said minor, I agree to said minor's signing of the above Waiver and Release and approve of said minor's participation in the Activities described above.

_____ _____ _____

Signature of Parent or Guardian Printed Name Date

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PLEASE READ:

By completing this form you have given permission for the **Organizer** to use your likeness in the form of photographs for promotional purposes without notifications.

To become a member of **OMCKRA**, please sign up at www.omckra.ca