PADDLE CANADA
PAGAIE CANADA

WAIVER OF LIABILITY AND ASSUMPTION OF RISK FOR CHILD/YOUTH

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 YOUR 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:I HEREBY ACKNOWLEDGE, APPRECIATE AND AGREE THAT:

___ initial **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.

___ initial **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.**

___ initial **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.

___ initial **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

___ initial **5.** Risk of injury/illness 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.

___ initial **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.

___ initial **7. Potential causes of illness include, but are not limited to** partner rescue, first aid situations, a unplanned closing of physical distancing caused by situations listed in section 6 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.

___ initial **8. 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, my heirs or assigns, and my legal representatives.**

_____ _____ _____
Minors Name | Parent/Guardian Name | Parent/Guardian Signature

_____ _____ _____ _____ _____ _____
Date | Address | Postal Code | Province | Telephone

_____ _____ _____
Email | Witness Name | Witness Signature

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