

The Great Muskoka Paddling Experience 2021 Virtual Challenge

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

WARNING! By agreeing to this document you will waive certain legal rights, including the right to sue in circumstances outlined in this Agreement. Please read carefully.

1. This is a binding legal agreement; therefore clarify any questions or concerns before signing. As a Participant taking part in the Great Muskoka Paddling Experience (GMPE) 2021 Virtual Challenge (hereafter referred to as the Activity), the undersigned acknowledges and agrees to the following terms:

Disclaimer

2. The GMPE its agents, volunteers, directors, and representatives (collectively the "Organization"), as well as the Ontario Marathon Canoe Kayak Association (OMCKRA) and Canoe Kayak Ontario (CKO) (collectively the "Affiliates"), are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of the Activity, caused in any manner whatsoever including, but not limited to, the negligence of the Organization or it's Affiliates.

Description of Risks

3. I am participating voluntarily in the Activity. In consideration of my participation, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the Activity. The risks, dangers and hazards include, but are not limited to, injuries from:

- a) The hazards particular to the Activity in which I am participating;
- b) Executing strenuous and demanding physical techniques;
- c) Water hazards, terrain obstacles, waves, unstable surfaces and extreme weather conditions;
- d) Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
- e) Exerting and stretching various muscle groups;
- f) Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- g) Contact, colliding, falling or being struck by other participants or equipment;
- h) Blunt force trauma serious soft tissue injuries, broken bones, or spinal cord injuries which may render the Participant permanently paralyzed;
- i) Surface abrasions, entanglements, entrapments, or flying objects and debris;
- j) Drowning including but not limited to, equipment failure or entanglement, falling out of boat/watercraft into the water, capsizing or being knocked unconscious in the water; and
- k) Cold water conditions resulting in hypothermia and the potential risks and hazards above.

4. Furthermore, I am aware:

- a) That I **MUST** wear an approved Personal Flotation Device when on the water;
- b) That injuries sustained can be severe;
- c) That I may experience anxiety while challenging myself during the activity;
- d) That I may come into close contact with other participants;
- e) That my risk of injury is reduced if I follow all rules established for participation;
- f) That my risk of injury increases as I become fatigued;
- g) These inherent risks include, but are not limited to: the potential for illness (including COVID-19); close proximity to or contact with others who may have been exposed to or infected with COVID-19 or other communicable illnesses; close proximity to or contact with surfaces, equipment, fixtures, or other objects that may be infected with COVID-19 or other communicable illnesses.
- h) If I am under the age of 26, I am aware of Rowan's Law regarding Concussion and have read the e-book available at www.ontario.ca **website**

Release of Liability and Disclaimer

5. In consideration of the Organization and it's Affiliates allowing me to participate, I agree:

- a) That my physical condition has been verified by a medical doctor to participate;
- b) The sole responsibility for the Participant's safety remains with the Participant;

- c) To remove myself if I sense or observe any unusual hazard or unsafe condition; or feel unable or unfit to safely continue;
- d) To assume all risks arising out of, associated with or related to my participation;
- e) To Waive any and all claims that I may have now or in the future against the Organization and its Affiliates;
- f) To freely accept and fully assume all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the Activity and
- g) To forever Release the Organization and it's Affiliates from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgements, and costs (including legal fees) (collectively, the "Claims") which I may have or may in the future, that might arise out of, result from, or relate to my participation in the Activity, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization or it's Affiliates.

Acknowledgement

6. I acknowledge that I have read and understand this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

PLEASE READ

I agree to transfer to the GMPE all rights whatsoever for photographs and/or videos that I have submitted of me while participating in the Activity and I consent to the use of the photographs/videos for all purposes whatsoever, including without limitation, television, publications and any advertising purposes.

Personal information collected by the GMPE is used to provide services to the participants. These services require administrative responsibilities such as documentation for insurance provided by OMCKRA.

Private information will never be given out by the GMPE for other reasons