

**October 12th
2019**

THE GREAT MUSKOKA PADDLING EXPERIENCE

A fun racing experience for canoes, kayaks & SUPs for all levels of participants

RELEASE OF LIABILITY, WAIVER OF CLAIMS

ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

By signing this document, you will waive certain legal rights, including the right to sue.

PLEASE READ CAREFULLY

AWARENESS AND ASSUMPTION OF RISK

I am aware that canoeing, kayaking, operating stand up paddleboards involves risks including risk of personal injury, death, property damage, expense and related loss, including loss of income. Included in these risks are negligence on the part of the Great Muskoka Paddling Experience, its organizers, volunteers, The District Municipality of Muskoka, The Corporation of the Town of Bracebridge, Muskoka Watershed Council, Friends of the Muskoka Watershed, Annie Williams Memorial Park Board, and any Associations, Societies or Officials connected with this event, or municipalities, the Ontario Marathon Canoe and Kayak Racing Association (OMCKRA), the Ontario Canoe Kayak Sprint Racing Affiliation (OCSRA), and Canoe Kayak Ontario (CKO) (referred to in the rest of this agreement as "the Great Muskoka Paddling Experience AND OTHERS"). I freely accept and fully assume all such risks and the possibility of personal injury, death, property damage, expense and related loss, including loss of income.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Great Muskoka Paddling Experience accepting my application to participate in the activities and/or operations of the Great Muskoka Paddling Experience AND OTHERS, I agree:

1. To waive any and all claims that I may now and in future have against The Great Muskoka Paddling Experience AND OTHERS.
2. To release the Great Muskoka Paddling Experience AND OTHERS from any and all liability for any personal injury, death, property damage, expense and related loss, including loss of income that I or my next of kin may suffer as a result of my participation in activities and/or in the operations of the Great Muskoka Paddling Experience AND OTHERS, due to any cause whatsoever, including negligence, breach of contract or breach of any statutory duty of care.
3. To hold harmless and indemnify the Great Muskoka Paddling Experience AND OTHERS from any and all liability for any damage to property of, or personal injury to, any third party, resulting from my participation in the activities and/or operations of the Great Muskoka Paddling Experience AND OTHERS.
4. 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/or operations of the Great Muskoka Paddling Experience AND OTHERS and I agree to indemnify the Great Muskoka Paddling Experience AND OTHERS from any and all liability in respect of any and all such costs.
5. 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 the Great Muskoka Paddling Experience AND OTHERS.

6. 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.
7. I have read and understood the rules and agree to abide by them.
8. I understand that if I win I may be asked to show proof of age and submit my canoe/kayak/SUP for measurements.
9. **New for 2019 :** If I am under the age of 26, I am aware of Rowan's Law regarding Concussion and have read the appropriate Concussion Awareness e-book (available here [*](#)).

I confirm that I have read and understood this Waiver and Release prior to signing it and agree that this instrument will be binding upon my heirs, next of kin, executors, administrators, successors and assigns. I confirm that I am of the full age of 18 years and I have read this Waiver and Release, understood its contents and accept its terms.

Signature of Participant

Printed Name

In the case of the applicant being under the age of 18:

For the minor named above participating in a program or activity offered,

I, _____, the parent/guardian of _____ have read and understood the above RELEASE OF LIABILITY, WAIVER OF CLAIMS and ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT and waive and forever discharge the Great Muskoka Paddling Experience AND OTHERS from all claims, damages, costs and expenses in respect to injury or damage to their person or property, however caused, including negligence, which may occur as a result of their participation in the activities and/or operations in any location where the activities are being held 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.

New for 2019:

I am aware of Rowan's Law regarding Concussion and have read the appropriate Concussion Awareness e-book ([10 and under](#), [11-14](#) and [15 and over](#)) and discussed them with the applicant.

Name of parent/guardian (print clearly)

Signature of parent/guardian

PLEASE READ

I transfer to the Great Muskoka Paddling Experience all rights whatsoever which I have to photographs and/or videos that photographers may have taken of me while participating in Great Muskoka Paddling Experience activities and or operations. I consent to the use of the photographs/videos for all purposes whatsoever, including without limitation, television, publications, and any trade or advertising purposes.

_____ [initial].