

# The Great Muskoka Paddling Experience – 2021 Virtual Challenge

## Release of Liability, Waiver of Claims and Indemnity Agreement for the case of the applicant being under the age of 18:

For the minor named as the Participant, I, the parent/guardian of the participant, have read and understood the RELEASE OF LIABILITY, WAIVER OF CLAIMS and ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (below) and waive and forever discharge the Organization and its Affiliates 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 activity in any location where the activity is being held and as a parent or other legal guardian of said minor, I agree to said minor's Waiver and Release and approve of said minor's participation in the Activity.

**I am aware of Rowan's Law regarding Concussion and have read the appropriate e-book available at Concussion Awareness Resources on the [www.ontario.ca](http://www.ontario.ca) website and discussed it with the participant.**

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### 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 the parent/guardian of the named Participant taking part in the Great Muskoka Paddling Experience (GMPE) 2021 Virtual Challenge (hereafter referred to as the Activity), I acknowledge and agree 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 its Affiliates.

#### Description of Risks

3. The named minor is participating voluntarily in the Activity. In consideration of their 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 they are 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 the named minor MUST wear an approved Personal Flotation Device when on the water;
- b) That injuries sustained can be severe;
- c) That the named minor may experience anxiety while challenging themselves during the activity;
- d) That the named minor may come into close contact with other participants;
- e) That the named minor's risk of injury is reduced if they follow all rules established for participation;
- f) That the named minor's risk of injury increases as they become fatigued and
- 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.

**Release of Liability and Disclaimer**

5. In consideration of Organization and its Affiliates allowing the named minor to participate, I agree:

- a) That the named minor's 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 the named minor if I sense or observe any unusual hazard or unsafe condition; or feel they're unable or unfit to safely continue;
- d) To assume all risks arising out of, associated with or related to their 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 the named minor's participation in the Activity and
- g) To forever Release the Organization and its 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 named minor's 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 its 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.

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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