



South Niagara Canoe Club



ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

*BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.
PLEASE READ CAREFULLY!*

Name	Phone
Address	
City, Province	Email
Postal Code	

ASSUMPTION OF RISK

I AM AWARE THAT THERE IS POTENTIAL RISK FOR INJURY INVOLVED IN WATER SPORTS, including canoeing. I freely accept and fully assume all such risk, dangers and hazards, including risk of personal injury, death, or property loss resulting from my participation in canoeing, kayaking, dragonboat racing and/or associated training activities.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of approval to participate in the activity of canoeing, dragon boat racing and associated training activities at the Welland International Flatwater Centre or at other sites, I hereby agree as follows:

1. To waive any and all legal claims that I have or may in the future have against South Niagara Canoe Club, its directors, officers, employees or agents, representatives or any person in any way connected with South Niagara Canoe Club (all of whom are hereinafter collectively referred to as the releasees); to release the releasees from any and all liability for any loss, damage, injury or expense I may suffer, or that my next of kin may suffer as a result of my participation in the sport of canoeing, dragon boat racing and associated training activities, due to any cause whatsoever including negligence, breach of contract, or breach of the statutory or other duty of care. I acknowledge my responsibility to ensure adequate medical, personal health, dental and accidental insurance coverage, as well as protection of my personal possessions.
2. I agree to hold harmless and indemnify the releasees from any and all liability for any damage to property of, or personal injury to, any third party, resulting from my participation in this activity.
3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns, and representatives in the event of my death and incapacity.
4. In signing the foregoing release, I hereby acknowledge and represent that I have read the foregoing release, I understand it and agree to it voluntarily, that I am 18 years of age or older and of sound mind, or being less than 18 years of age have co-signed with parent or guardian, as the case may be.
5. I agree to properly wear, at all time, while participating in any on-water activity, an approved floatation device or life preserver/life jacket, as may be required by SNCC.
6. I agree that the South Niagara Canoe Club may use any photo taken of me or in which I may appear, for any purpose, including publicity and commercial exploitation, and this shall constitute my consent to such use.
7. In entering into this Agreement, I am not relying upon any oral or written representations or statements by the releasees other than what is set forth in the Agreement.
8. I understand the ability to swim competently is essential for the safety of all participants in SNCC on-water activity, and that the swimming requirement for participation in such activity is Red Cross Level 6 or equivalent.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASES.

Signed this _____ day of _____, 20____ Signature: _____

Name of Minor: _____ Signature of parent or legal guardian of minor named above.

Witness: _____