



**2018 CANOE THE CREDIT 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!**

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 the Canoe the Credit event and associated training activities.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT: In consideration of approval to participate in the activity of canoeing in the Credit River 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 Credit Valley Conservation, Credit Valley Conservation Foundation, Mississauga Canoe Club, the Don Rowing Club, and its directors, officers, employees or agents, representatives or any person in any way connected with Credit Valley Conservation, Credit Valley Conservation Foundation, Mississauga Canoe Club, and the Don Rowing 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 dragon boating / canoeing, 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, a Transport Canada approved Personal Flotation or life preserver/life jacket.
- 6. I agree** that the Credit Valley Conservation Foundation and Credit Valley Conservation 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 and that the swimming requirement for participation in such activity is Aquaquest 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.

Participant's Name: _____ **Telephone:** _____

Date _____ **Signature:** _____