

Alberta Whitewater Association
WAIVER OF LIABILITY AGREEMENT

WARNING - BY SIGNING THIS FORM YOU GIVE UP IMPORTANT LEGAL RIGHTS! PLEASE READ CAREFULLY!

NAME OF PARTICIPANT: _____
ADDRESS OF PARTICIPANT: _____

DISCLAIMER CLAUSE

The Alberta Whitewater Association, its member clubs, instructors, directors, agents, employees, volunteers and representatives (hereafter referred to as the "Association") and Her Majesty the Queen in Rights of the Province of Alberta are not responsible for any injury, loss or damage of any kind sustained by any person while participating in the Association's programs and activities for whitewater kayaking and canoeing, including injury, loss or damage which might be caused by the negligence of the Association.

DESCRIPTION OF RISKS

I acknowledge that I am aware of the possible RISKS, DANGERS AND HAZARDS associated with the water programs and activities for kayaking and canoeing either in a pool or outdoors in lakes, rivers or sea, including THE POSSIBLE RISK OF SEVERE OR FATAL INJURY TO MYSELF OR OTHERS. These risks include, but are not limited to:

- ◆ The risk of drowning including but not limited to, resulting from equipment entanglement, falling out of kayak/canoe into the water or being knocked unconscious in the water;
- ◆ Injuries resulting from your physical body hitting the kayak, pool surface or being hit by another paddler;
- ◆ Injuries resulting from abrasion from the pool surface
- ◆ On outdoor trips, extremes of weather or temperature which may result in hypothermia
- ◆ Hazards related to travel in and on lakes, rivers or seas
- ◆ Where applicable remoteness of location with poor communications and inability to get rescue or medical assistance quickly or easily
- ◆ Unfamiliar country where the participant may become lost, get off course or be separated from the rest of the party
- ◆ Medical problems arising before, during or after the trip
- ◆ Steep terrain where a fall or rock fall may cause injury or death
- ◆ Additional risks associated with travel to and from locations including transport by public or private motor vehicle, helicopter and light fixed-wing aircraft
- ◆ Failure to follow directions from instructors or those in charge of out door trips, including those specifying
 - a) staying with the group at all times unless the instructors or those in charge are consulted and provide consent;
 - b) where required and instructed to be wearing an approved personal flotation device completely fastened at all times on and around water;
 - c) safe use of tools and other equipment where required

INDEMNIFICATION AND RELEASE OF LIABILITY

In return for the Association allowing me to voluntarily participate in its programs and activities, I agree:

1. TO ASSUME AND ACCEPT ALL RISKS arising out of, associated with or related to my participation in the Association's programs and activities, even though such risks may have been caused by the negligence of the Association;
2. TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE which I may sustain while participating in the Association's programs and activities for kayaking and canoeing, even though such injury, loss or damage may have been caused by the negligence of the Association;
3. TO IDEMNIFY AND HOLD HARMLESS the Association, its officers, directors, agents, volunteers, employees and representatives from any and all claims, demands, actions and costs which might arise out of my participation in the Association's water programs and activities for kayaking and canoeing, even though such claims, demands, actions and costs may have been caused by the negligence of the Association.

ACKNOWLEDGEMENT

I UNDERSTAND THAT THIS IS A LEGAL AGREEMENT. It is binding upon myself as well as upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity. I HAVE READ AND UNDERSTOOD ALL THE TERMS OF THIS AGREEMENT, and by signing this agreement voluntarily I am agreeing to abide by these terms.

Signed this _____ day of _____, 20 _____,

Signature of Participant (must be 18 or over)

Signature of Witness

Signature of Parent (if under 18)

Printed Name of Witness

Printed Name of Parent (if under 18)