

Youth < 18 years: Trips, Courses & Workshops

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

TO: Naturally Superior Adventures and Rock Island Lodge and their directors, employees, agents, volunteers, independent contractors, subcontractors, representatives, successors and assigns (hereinafter referred to as the "Releasees")

DEFINITIONS: In this term "Activities" shall include all activities related to the program, trip, training, instruction and all other recreational activities offered by the Releasees including, but not limited to, orientation and instruction sessions, kayaking, canoeing, stand-up paddle boarding, hiking, transportation or travel, camping, accommodations, meals, loading and/or unloading vehicles, backcountry travel, moving around the premises of the Releasees or any other activity, events, or services in any way connected with or related to the Releasees.

SAFETY ACKNOWLEDGEMENT: I acknowledge that participants are required to wear a Personal Floatation Device (PFD) at all times while participating in any water-based Activities. I am aware that the physical exertion required to participate in the Activities and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions or congenital defects. I am advised to seek medical advice if I know or suspect that the participant's physical condition may be incompatible with these Activities. I acknowledge that I am the best and only judge of the participant's degree of ability to participate in the Activities and I am conscious of the risks which I am exposing the participant to voluntarily and with full knowledge of the facts.

INITIAL

ASSUMPTION OF RISKS: I am aware that participation in the Activities involves inherent risks, dangers, and hazards including, but not limited to, slips and falls, uneven terrain, accidents which occur during transportation or travel, the overturning of boats, hypothermia due to exposure to very cold water, encounters with domestic or wild animals, high winds, varying weather conditions, varying water conditions, equipment failure, and the negligence of other participants. Communication in backcountry terrain is difficult, and in the event of an accident, rescue and medical treatment may not be readily available. I am aware that Activities may be altered or terminated without prior warning in response to a risk, danger, hazard, accident or incident. I am also aware that there is a risk of NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

INITIAL

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT: In consideration of the Releasees allowing participation in any way in the Activities and related events, and permitting the use of equipment, vehicles, parking and other facilities and for the good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

- 1. TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the Releasees and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury including death, or expense that the participant or that next of kin may suffer, either directly or indirectly as a result of participation in the Activities and participant's use of the premises and facilities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS' LIABILITY ACT ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES REFERRED TO ABOVE.
- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** for any claims or demands resulting from any property damage or personal injury to any third party, which might be made against the RELEASEES resulting from participation in the Activities and my use of the equipment, premises or facilities.
3. This agreement shall be effective and binding upon my heirs, next of kin, administrators, assigns and representatives, in the event of the participant's death or incapacity.
4. That this agreement shall be governed and interpreted in accordance with the laws of the Province of Ontario and any litigation involving the parties shall be brought within the Province of Ontario

In entering into this agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the Activities, other than what is set forth in this agreement.

I CONFIRM THAT I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT AND AM SIGNING FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT. I CERTIFY THAT AS THE PARENT/GUARDIAN WITH LEGAL RESPONSIBILITY FOR THE PARTICIPANT, DO CONSENT TO HIS/HER RELEASE AS PROVIDED ABOVE. BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, EXECUTORS, SUCCESSORS, REPRESENTATIVES AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Participant Name (Print)	Activity
Parent/Guardian Name (Print)	Parent/Guardian signature

Signed this _____ day of _____, 20_____.