

BREAKING WAVES ECO-ADVENTURES AND PADDLE SKILLS WAIVER OF LIABILITY

Name: _____

Address: _____

City: _____ Province/State: _____ Postal/Zip Code: _____

Date: _____

Course or trip: _____

SAFETY STANDARDS AND RULES

I, the above named person, being above the age of eighteen, or the legal guardian of the above named person who is under eighteen, in consideration of *Breaking Waves Eco Adventures and Paddle Skills* (hereinafter referred to as *Breaking Waves*) will abide by the following safety standards and rules for any courses, clinics or trips run by Breaking Waves or its agents.

1. A Canadian Coast Guard approved Personal Flotation Device will be worn and fastened correctly at all times while operating on the water, whether in a kayak or swimming.
2. All instructions pertaining to safety will be complied with immediately.
3. Instructors or leaders may clearly lay out safety standards or rules for specific activities not contained in this list. All must be adhered to.

I have read this section and initial to show that I understand and agree. _____

ACKNOWLEDGMENT OF RISKS

I understand and acknowledge that the activity I am about to voluntarily engage in as a participant and/or volunteer bears certain known risks and unanticipated risks which could result in injury, death, illness, disease, or damage to myself, to my property, to other participants, to spectators, or to other third parties. Among these risks are the following:

1. the nature of the activity itself,
2. acts or omissions by *Breaking Waves*, its agents or employees, and or other persons,
3. latent or apparent defects in equipment supplied by *Breaking Waves* or other persons,
4. use or operation, by myself or others of equipment supplied by *Breaking Waves* or other persons,
5. acts of other participants in this activity, employees or agents of *Breaking Waves* or other persons,
6. weather conditions,
7. contact with plants or animals,
8. my own physical condition, or my own acts or omissions and
9. conditions of roads, trails, waterways or terrain, and accidents connected with their use.

I understand and acknowledge that the above list is not complete or exhaustive, and that other risks known, or unknown, identified or unidentified, anticipated or unanticipated may also result in injury, death, illness, disease, or damage to myself, to my property, to other participants, to spectators, or to other third parties. I expressly accept these risks and those not specifically listed above as well.

I have read this section and initial to show that I understand and agree. _____

ACCEPTANCE OF RISK AND RESPONSIBILITY

I am aware that this activity entails risks or injury to myself and risk or injury to other participants, spectators or other third parties as a result of my actions. I expressly agree, covenant and promise to accept and assume responsibility and risk for injury, death, illness, disease, or damage to other participants, to spectators, or to other third parties and their property arising from my participation in this activity. My participation in this activity is purely voluntary; no one is forcing me to participate, and I elect to participate in spite of the risks.

I have read this section and initial to show that I understand and agree. _____

RELEASE

Having read this document, I hereby voluntarily release and forever discharge *Breaking Waves*, its agents or employees and all other persons or entities from any liability (including negligence), or claims, which are related to, arise out of, or are in any way connected with my participation in this activity. I also waive claim against *Breaking Waves*, its agents or employees and all other persons or entities for any delays howsoever caused, arising out of, or in any way connected with the participation in this activity.

I have read this section and initial to show that I understand and agree. _____

PHOTO RELEASE

I give *Breaking Waves* or their agents permission to take photographs or video of me participating in any activities. I also authorize *Breaking Waves* to use any such images for publication, for the purpose of publicity or for advertising.

I have read this section and initial to show that I understand and agree. _____

PARTICIPANT INSURANCE BENEFITS AND REPRESENTATION OF PHYSICAL CONDITION

I understand and acknowledge that no major medical insurance benefits will be provided to me during this activity. I certify that I have sufficient health and accident insurance to cover any bodily injury I may incur while participating in this activity. If I have no such insurance, I certify that I am capable of personally paying for all such expenses.

I am in good health and able to participate in this activity. All medical information has been fully disclosed on the medical information form.

I have read this section and initial to show that I understand and agree. _____

ENTIRE AGREEMENT

I understand that this is the entire Agreement between myself and *Breaking Waves*, its agents or employees, and that it cannot be modified or changed in any way by the representations or statements of any employee or agent of *Breaking Waves*, or by me.

My signature below indicates that I have read this entire document, understand it completely, and agree to be bound by its terms.

DATE: _____

SIGNATURE OF PARTICIPANT: _____

SIGNATURE OF WITNESS: _____

SIGNATURE OF PARENT OR GUARDIAN (if under 18): _____