

Seeley's Bay Red CanoeFest 2019 Water Events



RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS PLEASE READ CAREFULLY !

ASSUMPTION OF RISKS

I am aware that taking part in the above-noted event (the "Event"), may involve various risks, dangers, and hazards including the risk of personal injury, death, or property loss from various causes including but not limited to: overexertion or lack of physical fitness or conditioning, defective equipment, dangerous or unsafe environmental conditions, negligence on the part of other members or persons participating in the Event, or negligence on the part of the organizer, [the Village of Seeley's Bay] and any person for which the organizer is responsible in law. I freely accept and fully assume all such risks, dangers, and hazards and the possibility of personal injury, death, property damage and loss resulting from my participation in the Event. I am aware that approved lifejackets are required for this event, and I am supplying same for my use.

RELEASE OF LIABILITY, WAIVER OF CLAIMS

In consideration of the [Village of Seeley's Bay] permitting me to participate in the Event, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against [The Village of Seeley's Bay], and any and all sponsors, promoters, directors, employees, workers and volunteers associated with the Event (all of whom are hereinafter collectively referred to as "the Releasees") and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my use of or my participation in the Event, 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;
2. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
3. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario; and
4. Any litigation involving the parties to this Agreement shall be brought within the Province of Ontario.
5. I agree to hold each Releasee harmless and indemnified from any loss liability, damage, cost or expense as a result of any injury or death to person or damage to property which may be sustained by the participant in, or resulting from, the Event.
6. In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement.

RELEASE OF LIABILITY BY PARENT/GUARDIAN

If the participant named below is not yet 18 years of age, I agree that all of the terms and provisions of this Agreement shall apply to that person's participation in the Event. I represent that I have the legal authority to execute this document on behalf of the participant, said participant is, to my knowledge, physically able to participate in the Event and all terms of this Agreement and Release herein set forth shall apply to the named participant in the event of any death, injury or property damage which said participant may sustain while participating in the Event. I have carefully read and understand this agreement and I am aware that by signing this agreement I am waiving certain legal rights which I or my children, heirs, executors, administrators, assigns and representatives may have against the Releasees.

Name of Participant: Signed this ____ day of _____, 20__.

Signature of Individual

Please print name clearly Please print name clearly

This Agreement must be completed in full (signed, dated and witnessed) before participation in the Event