Madawaska Kanu Camp Inc. (MKC)

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENTBY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

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FIRST NAME OF PARTICIPANT

LAST NAME OF PARTICIPANT

APT #

STREET ADDRESS

CITY

PROV/STATE

POSTAL/ZIP CODE

AREA CODE

HOME PHONE #

E-MAIL

CHECK BOX TO BE ADDED TO OUR MAILING LIST

DATE OF BIRTH D D M M Y Y

TO: MADAWASKA KANU CAMP INC. (MKC) and its directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as the "Releasees").

DEFINITION

In this agreement the term "Whitewater Activities" shall include all activities in any way related to the river rafting trip, kayaking, or canoeing and all other recreational activities offered by the Releasees including, but not limited to, orientation and instruction sessions, transportation or travel to and from the river, loading and unloading of vehicles, rafts and boats, camping, backpacking, fishing, hiking, backcountry travel and all recreational activities offered (hereinafter referred to as "Whitewater Activities").

ACKNOWLEDGEMENT - WHITEWATER / RIVER RAFTING SAFETY

I acknowledge that I have been advised to wear a helmet and lifejacket while participating in the Whitewater Activities. Instruction in the proper use of the helmet and lifejacket is availab from the guides. I am aware that the physical exertion required by Whitewater Activities and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, symptoms, or congenital defects. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with the Whitewater Activities. I acknowledge that I am not nor will I be under the influence of drugs or alcohol while participating in the Whitewater Activities.

ASSUMPTION OF RISKS

I am aware that Whitewater Activities involve many risks, dangers, and hazards including, but not limited to: accidents which occur during transportation or travel to and from the river; the overturning or upsetting of rafts or boats; sudden violent and unexpected movement of the boat or raft; entrapment by trees, logs, rocks or equipment; hypothermia due to exposure to very cold water; falling from the boat or raft into long sections of continuous rapids; impact or collision with rocks, trees, logs, deadfall, other vessels, and other boating equipment; encounters with domestic or wild animals; high winds; equipment failure; variation in the water conditions, surfaces and currents; and negligence of other boaters and rafters. I am also aware that fishing, hiking, backpacking, camping and back country travel involve many risks, dangers and hazards, including but not limited to: steep slopes in their natural state that may contain many obstacles and hazards; terrain that may not have been travelled on or climbed before and is not regularly patrolled or inspected; becoming lost or separated from the guide or party; rock slides; rapid and extreme change in weather conditions; negligence of other participants. Communication in the backcountry terrain is difficult, and in the event of an accident; rescue and medical treatment may not be available. I am also aware that there is a risk of NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE WHITEWATER ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE WHITEWATER ACTIVITIES AND THE POSSIBLITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

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RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of THE RELEASEES agreeing to my participation in the Whitewater Activities and permitting my use of their equipment, vehicles, parking and other river rafting facilities (hereinafter referred to as the "rafting facilities"), and for other 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, expense or injury including death that I may suffer, or that my next of kin may suffer as a result of my participation in Whitewater Activities, 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 THE WHITEWATER ACTIVITIES REFERRED TO ABOVE;

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2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in Whitewater Activities;
3. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death;
4. That this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario; and
5. That any litigation involving the parties to this Agreement shall be brought within the Province of Ontario, and shall be within the exclusive jurisdiction of the Courts of the Provinc of Ontario.
6. PHOTO RELEASE – I consent to photographs taken of me during my participation in the Whitewater Activities, and to publication of the photographs by the Operators for advertising, promotional and marketing purposes.
7. MARINE LIABILITY ACT: The Marine Liability Act, S.C.2001,c.6, may limit the liability of the Operators in the event of an accident resulting in injury or death.

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 Whitewater Activities, other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signature of Participant _____ Print Name Clearly _____

Signature of Parent or Guardian if participant under 18 years old _____

Signed this _____ day of _____ , 20 _____ Office Witness _____

Group Organizer name _____