



# PINCH-O-CROW CREEKERS CLUB

## WAIVER OF LIABILITY AGREEMENT (FOR THOSE 18 YEARS OF AGE OR OLDER)

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

Participant's Name: \_\_\_\_\_

### DISCLAIMER CLAUSE

The Pinch-o-Crow Creekers, the Alberta Whitewater Association and Paddle Alberta and its members, leaders/instructors/coaches, directors, agents, employees, volunteers and representatives (hereafter referred to as the "Club") are not responsible for any injury, loss or damage of any kind sustained by any person while participating in the Club's programs and activities for kayaking, canoeing, paddleboarding and rafting (hereafter referred to as Paddle Sports), including injury, loss or damage which might be caused by the negligence of the Club.

### DESCRIPTION OF RISKS

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

- ◆ The risk of DROWNING or near drowning including but not limited to: falling out of the kayak/canoe/paddleboard/raft into the water, underwater entrapment by a water feature, equipment entanglement or being knocked unconscious in the water;
- ◆ Injuries resulting from your body hitting the kayak/canoe/paddleboard/raft, paddle, water surface, pool surface, shoreline embankments, underwater features or being hit by another boat, paddle or paddler
- ◆ Extremes of cold and hot weather and temperature which may result in hypothermia, hyperthermia, sunstroke, sunburns or heat exhaustion
- ◆ Prolonged or sudden exposure to cold water which may result in hypothermia or cardiac arrest
- ◆ Hazards related to windstorms, thunderstorms, lightning, hailstorms, or snowfall
- ◆ Hazards related to travel in and on lakes, rivers or seas
- ◆ Hazards related to poles, wires, strings, gates and/or crossbars used to hang slalom courses or mark downriver courses that may entangle or snare a person on the water
- ◆ Remote locations in mountain terrain, river valleys and canyons with poor communications and inability to get rescue or medical assistance quickly or easily
- ◆ Unfamiliar country and wilderness areas where the participant may be separated from the rest of the party, become lost, get off course or become stranded.
- ◆ Medical problems arising before, during or after the trip
- ◆ Terrain where a slip, trip or fall may cause injury or death
- ◆ Other injuries (e.g. blisters, bruises, burns, cuts, sprains, strains, dislocations, fractures, concussions, acute or overuse injuries)
- ◆ Additional risks associated with travel to and from locations including transport by public or private motor vehicle, helicopter and fixed wing aircraft that may result in a vehicle accident
- ◆ Failure to follow directions from instructors or those in charge of outdoor trips, including those specifying
  - a) staying with the group at all times unless those in charge are consulted and provide consent;
  - b) wearing an approved personal flotation device (PFD) when on and around water and a helmet on moving water;
  - c) safe use of tools and other equipment where required
- ◆ Illness related to poor personal hygiene **or any illness resulting from contagious diseases**
- ◆ Illness related to ingesting unpure food or liquids
- ◆ Allergic reactions to natural substances in the environment (i.e. but not limited to poison plants, insect bites or stings, venom)
- ◆ Allergic reactions to substances in food items
- ◆ Injuries related to encounters with animals and plants in the environment;
- ◆ Injuries related to equipment (poor fit, improper adjustment, malfunction, or becoming tangled)
- ◆ Injuries related to lifting, carrying, walking with, or putting down the craft and/or packs;
- ◆ Other risks normally associated with participation in the activity and environment.
- ◆ Loss of or damage to my boat, paddle, gear and other equipment before, during or after the activity

**CONSENT AND ACKNOWLEDGEMENT OF RISK**

1. I acknowledge it is my duty and my right to obtain as much information as I require about this program or activity and associated risks and hazards, including information beyond that provided to me by the Club.
2. I freely and voluntarily assume the risks/hazards inherent in the program/activity and understand and acknowledge that I may suffer personal and potentially serious injury arising from my participation.
3. I acknowledge that the Club have the right to refuse to allow me to participate in any activity if, in the Club's opinion, I am not adequately fit, not properly equipped, insufficiently skilled, suffering an illness or otherwise not ready to participate safely.
4. I agree to abide by the rules and regulations, including directions and instructions from the Club and/or service providers, administrators, instructors/coaches and supervisors over all phases of the program/activity.
5. I have read and agree to abide by the Code of Conduct and rules.
6. In the event that I fail to abide by the rules and regulations or Code of Conduct or rules, disciplinary action may require my exclusion from further participation and I will be responsible for any related costs associated.
7. I acknowledge that it is my duty to advise the Club of any medical/health concerns (e.g., illnesses, medical, physical, emotional, learning, and/or behavioural conditions) that may affect my participation.
8. I acknowledge that the Club may cancel the activity if conditions are deemed unsafe (e.g., weather, health advisory). I accept that the Club will not be liable for any costs associated with such a cancellation.
9. I acknowledge that the Club may secure transport to emergency medical services as they deem necessary for my immediate health and safety, and that I shall be financially responsible for such services.
10. Based on my understanding, acknowledgement, and consents as described herein, I agree to participate under these conditions throughout this calendar year.

**INDEMNIFICATION AND RELEASE OF LIABILITY**

In return for the Club 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 Club's programs and activities, even though such risks may have been caused by the NEGLIGENCE of the Club;
2. TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE which I may sustain while participating in the Club's programs and activities for kayaking and canoeing, even though such injury, loss or damage may have been caused by the NEGLIGENCE of the Club;
3. TO IDEMNIFY AND HOLD HARMLESS the Club, 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 Club's Paddling Sports programs and activities even though such claims, demands, actions and costs may have been caused by the NEGLIGENCE of the Club.

**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.

Name of Participant \_\_\_\_\_ Date of Birth \_\_\_\_\_

Address \_\_\_\_\_ Town \_\_\_\_\_ Postal Code \_\_\_\_\_

Phone # \_\_\_\_\_ Email \_\_\_\_\_

Signature: \_\_\_\_\_ Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Name of Witness \_\_\_\_\_ Signature of Witness \_\_\_\_\_

***Image Release***

*I grant permission to the Pinch-o-Crow Creekers Club the right to use, without payment of any fee or charge and without limitation on time or frequency, for nonprofit, educational, promotional or publicity purposes only, any photographs, video footage, audiotape or digital images of me.*

Yes  No *Signature* \_\_\_\_\_ *Date:* \_\_\_\_\_