



ACKNOWLEDGMENT OF RISK FOR PARTICIPANTS OVER THE AGE OF MAJORITY
WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS, READ IT CAREFULLY!

Every person **MUST** Read, Understand, Complete in Full and Sign this Waiver Prior to Participating in Athletic Activities

REMINDER: THIS IS A LEGAL DOCUMENT. PLEASE PRINT CLEARLY AND COMPLETE ALL REQUIRED* FIELDS. NOTE:
Participants must complete this form using a permanent address, not a temporary residence or business address.

The following waiver of all claims, release from all liability, assumption of all risks and other terms of this agreement are entered into by me ("the Participant") with and for the benefit of: Bay of Fundy Sea Kayak Society its directors, officers, employees, volunteers, coaches, officials, business operators, agents and site property owners or Occupiers (the

"Organization"). Occupiers is defined in accordance with the definition of Occupiers contained in the Occupiers Liability legislation in Nova Scotia.

1. "Athletic Activities" includes but is not limited to all activities directly or indirectly related to kayaking (including but not limited to the loading or unloading of kayaking equipment, use in or out of water of kayaking equipment and related activities, planning, instruction, guiding or advising), contact and non-contact sports, fitness activities, personal training instruction and activities, use of facilities, programs and services provided to the Participant by or on behalf of the Organization.

2. I am aware that there are inherent and significant risks ("Risks") associated with the participation in Athletic Activities. I am aware the those Risks include but are not limited to the potential for health risks including both minor and serious personal injury caused by any event or any condition of the facility, environment, location, equipment, instruction or planning where Athletic Activities are provided by the Organization. I understand the Risks are relative to my own state of fitness and health (physical, mental and emotional), and to the awareness, care and skill with which I conduct myself while participating in Athletic Activities.

3. I freely accept and fully assume all responsibility for all Risks and possibilities of personal injury, death, property damage or loss resulting from my participation in Athletic Activities. I accept these Risks and agree to the terms of this waiver even if the Organization is found to be negligent or in breach of any duty of care or any obligation to me in my participation in Athletic Activities.

4. I acknowledge my obligation to immediately inform the nearest employee or others of the Organization if I feel any pain, discomfort, fatigue or other symptoms that I may suffer during and immediately after my participation in Athletic Activities. I understand that I may stop participation at any time, and I may be requested to stop by an employee or others of the Organization who observes any symptoms of distress or abnormal response.

5. I confirm that I have reached the age of majority in Nova Scotia and the province or territory in which I am signing this document.

6. In addition to consideration given to the Organization for my participation in Athletic Activities, I and my heirs, next of kin, executors, administrators and assigns, (collectively my "Legal Representatives"), agree:

a. to waive all claims that I may have in the future against the Organization;

b. to release and forever discharge the Organization from all liability for all personal injury, death, property damage, or loss resulting from my participation in the Athletic Activities due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error of judgment of the Organization; and

c. to be liable for and to hold harmless and indemnify the Organization from all actions, proceedings, claims, damages, costs demands including court costs and costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with my participation in Athletic Activities.

7. I agree that this waiver and all terms contained within are governed exclusively by the laws of the Province of Nova Scotia in which the Athletic Activities are provided to me by the Organization. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Nova Scotia for the resolution of any claims or disputes I have or may have against the Organization.

8. I confirm that I have had sufficient time to read and understand each term in this waiver in its entirety, and have agreed to the terms freely and voluntarily. I understand that this waiver is binding on myself and my Legal Representatives.

9. I also allow the Bay of Fundy Sea Kayak Society to use my picture in any promotional material that they choose to. Initial: _____

Participant Name: _____ Participant Address: _____

City: _____ Province: _____ Postal Code: _____ Telephone: () _____

Date of Birth (M/D/Y): _____ Country of Citizenship/Nationality: _____

Do you have any medical conditions that may effect your participation in this course?

Please be specific _____

Participant Signature: _____ Date: _____

Witness Signature: _____ Date: _____