

# Long Point Eco Adventures

## CANOE/KAYAK TOUR

1730 FRONT ROAD, R. R. #2 ST. WILLIAMS, ONTARIO, CANADA NOE 1P0



**RELEASE OF LIABILITY AGREEMENT, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL  
RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY**

INITIAL BOX

<b>Name</b>	LAST		FIRST	
<b>Parent (where &lt; 18 )</b>				
<b>Address</b>	STREET AND #		CITY	
	PROVINCE/STATE		PC/ZIP CODE	
<b>Birthday</b>	DAY	MONTH	YEAR	AGE
<b>E-mail</b>				

**TO: BAYVIN ECOLOGICAL DEVELOPMENTS INC., and its directors, officers, employees, volunteers, agents, representatives, contractors, successors and assigns (the "RELEASEES") doing and carrying on business as Long Point Eco-Adventures at Norfolk County, Ontario, Canada**

### ACKNOWLEDGEMENTS

DESCRIPTION OF ACTIVITIES:

1. Long Point Eco-Adventures Canoe/Kayak Tour activities provide opportunities for adventure recreation and environmental education. The Canoe/Kayak Tour includes a canoe/kayak watercraft, creek and open watercourse as designated, obstacles, and all other related activities that might take place and requires properly wearing and using all safety equipment provided at all times. Participants control and paddle the watercraft through the creeks and areas as outlined on the provided maps and are challenged with the difficulties including stepping into and out of unstable watercraft, slippery surfaces, obstacles and changing and variable water levels and weather that effect accessibility and speed of travel, and the risks of accepting these and other new challenges. Obstacles include trees, low water and other vegetation. Participants must wear safety gear including lifejackets at all times. The Tour will generally last 3 or 6 hours depending on the route selected by the Participants and designated on an accompanying map. Where the Participants have selected a guided tour, the guide will be experienced and trained to lead participants towards their desired recreational and educational outcomes. Otherwise, all tours are self-guided and the participants assume all risks including personal injury, bodily harm, death and any and all property damage sustained to the watercraft by the participant. All equipment will be provided and checked by the staff prior to the Tour. Participants must be reasonably fit, experienced and able to use paddles and oars and to control the watercraft provided. Each participant may also be required upon occasion to swim in the event the watercraft becomes unstable, tips over or encounters unforeseen difficulties. The Tour also includes unloading and loading canoes from a trailer on uneven terrain and sloped areas. Participants must be physically able to complete all aspect of the activities.

INITIAL BOX

MEDICAL CONCERNS

2. The Canoe/Kayak Tour is designed for use by participants of average mobility and strength who are in reasonably good health. Obesity, high blood pressure, cardiac and coronary artery disease, pulmonary problems, pregnancy, arthritis, tendonitis, or other joint and muscular-skeletal problems may impair the safety and well-being of participants during the activity as may other medical, physical, psychological and psychiatric problems. All such conditions may increase the inherent risks of the experience and cause the Participant to be a danger to themselves or others. Participants with underlying medical problems that put them at greater risk of injury or illness during a Canoe/Kayak Tour must carefully consider those risks before choosing to participate, and they must fully inform tour staff, in writing, prior to the beginning of the tour. The **RELEASEES** reserve the right to exclude any applicant from participation, for medical, safety, or other reasons.

INITIAL BOX

# Long Point Eco Adventures CANOE/KAYAK TOUR

1730 FRONT ROAD, R. R. #2 ST. WILLIAMS, ONTARIO, CANADA NOE 1P0



## INHERENT AND OTHER RISKS

3. Serious injuries are uncommon in Canoe/Kayak Tours in the designated areas, but the risk of injury or death certainly exists, by reason of tipping the watercraft, contact with other participants and fixed objects, moving about or being transported by staff to the areas where the activities are initiated and conducted. A number of risks are inherent to the activities. The emotional risks range from unwelcome or inadvertent touching, simple hurt feelings to panic and psychological trauma such as fear of water. The physical risks range from small scrapes and bruises to bites and stings, broken bones, sprains, neurological damage, drowning and in extraordinary cases, even death. The designated areas on which the tour is located includes slow moving streams with fallen trees and vegetation where water levels may vary from time to time and for which the **RELEASEES** have no control with potential harmful plants and animals and insects which may bite or sting. Injuries may be a natural consequence of the activity undertaken, as a result of the environmental hazards (including terrain and weather), a result of errors in judgment or other negligence of staff or participants including breach of contract and breach of any statutory duty including breaches of the Occupier's Liability Act, or otherwise, and may occur in spite of the reasonable efforts of staff to prevent them. In all cases, these inherent risks, and other risks which may not be inherent, whether or not described above must be accepted by those who choose to participate.

INITIAL BOX

## CURRENT PHYSICAL CONDITION

4. I am not pregnant. I am physically able to safely complete the Canoe/Kayak Tour. My participation in this activity is purely voluntary, no one is forcing me to participate, and I have freely chosen to participate in spite of the risks.

INITIAL BOX

## NO DRUGS, ALCOHOL OR SMOKING:

5. I am not currently under the influence of alcohol, illegal drugs, impairing legal drugs, nor prescription drugs which interfere or impair my ability to participate. I am aware that drugs, alcohol or smoking are not permitted on the Canoe/Kayak Tour at any time.

INITIAL BOX

## PARTICIPANT REFUSAL AND REMOVAL:

6. I understand that The **RELEASEES** may refuse participation at any time in the Canoe/Kayak Tour to any person that its owners, agents, or employees, representatives deem a hazard to themselves, to others, or to the watercraft and equipment. The **RELEASEES** may alter their published or announced requirements for participation in its Canoe/Kayak Tour and for use of its property at any time for any reasons that they may deem appropriate.

INITIAL BOX

## ASSUMPTION OF RISKS

7. I am aware that participation in the Canoe/Kayak Tour involves many risks, dangers and hazards and I understand the nature of the activities that I will engage in as described above. I understand there are risks of injury and death associated with these activities. I acknowledge and voluntarily assume the risks of illness, injury, and death associated with these activities, inherent and otherwise, and whether or not described above, including those which may result from the negligent acts or omissions of other participants or staff.

INITIAL BOX

**8. I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE CANOPY TOUR AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. I ALSO ACCEPT RESPONSIBILITY FOR ANY PERSONAL OR PROPERTY DAMAGE CAUSED BY OR AS A RESULT OF MY PARTICIPATION IN THE CANOE/KAYAK TOUR.**

INITIAL BOX

## RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

9. In consideration of the **RELEASEES** accepting this application to participate in the Canoe/Kayak Tour, I, as Participant and, where applicable as the Parent or Guardian of a minor Participant, have contracted for with **RELEASEES** to use the property, building structures, watercraft, parking and other facilities and participate on the Canoe/Kayak Tour for good and valuable consideration, the receipt and sufficiency of which is acknowledged, agree:

INITIAL BOX

a) TO WAIVE ANY AND ALL CLAIMS that I may have or in the future my have against the **RELEASEES** and hereby release, indemnify, and hold harmless the **RELEASEES**, its owners, directors, officers, agents, representatives, employees, volunteers, contractors, successors and assigns (the "Released Parties") from, and agree not to sue them for any liability for causes of action, claims and demands of any kind and nature whatsoever that may arise out of or relate in any way to my or the minor child's enrolment or participation in the Canoe/Kayak Tour. The claims hereby waived, released and indemnified include, among others, claims of other participants and of members of Participant's family and claims of negligence of a released party including any and all liability for any loss, damage, expense or injury including death that I may suffer resulting either directly or indirectly from either my use or the child's use of the facilities and premises due to any cause whatsoever including negligence, breach of contract, breach of statutory duty or other duty of care including duty of care owed under the Occupier's Liability Act, R.S.O. c. O.2 Ontario and amendments thereto on the part of the **RELEASEES** and including any failure on the part of the **RELEASEES** to safeguard or protect me from risks, dangers or hazards of the Canoe/Kayak Tour or any feature or operation of the Canoe/Kayak Tour.

INITIAL BOX

# Long Point Eco Adventures CANOE/KAYAK TOUR

1730 FRONT ROAD, R. R. #2 ST. WILLIAMS, ONTARIO, CANADA NOE 1P0



(b) TO HOLD HARMLESS AND INDEMNIFY the **RELEASEES** for any claims or demands resulting from any property damage or personal injury to any third party which might be made against the **RELEASEES** resulting from my or the child's participation in the Canoe/Kayak Tour and the use of the premises and facilities.

(c) To pay for any and all lost, damaged, or stolen watercraft or equipment, howsoever caused. To accept responsibility for any expenses that may be incurred for any illness or injury that may result from my or the minor child's enrolment in the Canoe/Kayak Tour, including the costs of evacuation, hospitalization, and medical treatment and any sums payable to anyone by reason of any injury or loss of life that may be sustained through such participation in the Canoe/Kayak Tour.

(d) That I am the parent or authorized guardian of the minor child(ren) whose signature(s) appear on this release form. I have discussed the terms of the above Agreement with the child and the child understands the agreement and has freely accepted its terms. I give and have the authority to give the child permission to participate in the Canoe/Kayak Tour. I fully release the Released Parties from any claim which I may have, and, to the fullest extent allowed by law, to release such persons on behalf of the child(ren), for any claim the child(ren) may have.

(e) 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 or incapacity.

(f) That this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario;

(g) That any litigation involving the parties to this Agreement shall exclusively be brought within the Province of Ontario; and

(h) In entering into this Agreement, I am not relying on any oral or written representations of statements by the **RELEASEES** with respect to the safety of the Canoe/Kayak Tour other than what is set forth in this Agreement.

(i) That the **RELEASEES** shall have the right to use voice, video or other photographic images of me and the child(ren) for future marketing, educational, or other purpose, and Participant (and Parent) hereby consent to such use, without further consideration or compensation. The **RELEASEES** may use the information I have provided for the purposes of the Canoe/Kayak Tour and to retain the information provided to be used in the event of any litigation associated with the provision of the Canoe/Kayak Tour.

INITIAL BOX

## I HAVE READ AND UNDERSTAND THIS AGREEMENT. BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I AM AGREEING TO THE FOLLOWING:

- I. THAT I AM ASSUMING ALL RISK OF INJURY, LOSS OR DAMAGE WITH RESPECT TO THE EQUIPMENT, THE ACTIVITY THAT I AND ANY CHILD UNDER MY AUTHORITY WILL BE PARTICIPATING IN AND THE USE OF THE PREMISES AND FACILITIES;
- II. THAT I AM WAIVING ANY AND ALL CLAIMS ARISING FROM ANY CAUSE WHATSOEVER AGAINST THE **RELEASEES** ON BEHALF OF MYSELF, MY HEIRS, SUCCESSORS AND ASSIGNS AND ANY CHILD UNDER MY AUTHORITY;
- III. THAT I WILL INDEMNIFY THE **RELEASEES** IF ANY SUCH CLAIMS ARE BROUGHT AGAINST THEM.

SIGNED AND DATED: \_\_\_\_\_, 2009.

SIGNATURE OF PARTICIPANT	SIGNATURE OF WITNESS
SIGNATURE OF PARENT/GUARDIAN (if child under 18)	PRINT WITNESS NAME/ADDRESS/PHONE NUMBER

**THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALLED, DATED, SIGNED AND WITNESSED BEFORE COMMENCING THE CANOE/KAYAK TOUR**