



WAIVER OF LIABILITY AND ASSUMPTION OF RISK FOR PARTICIPANTS OVER THE AGE OF MAJORITY

Participants must agree to and initial paragraphs 1-5 and sign this agreement before participating in any Jack Pine Paddle course.

WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. READ CAREFULLY.

In consideration for the opportunity to participate in an educational kayaking, canoeing, or whitewater rescue course, training, or any related activity ("paddlesports"), I HEREBY ACKNOWLEDGE, APPRECIATE AND AGREE THAT:

1. I assume all risk and release and hold harmless Jack Pine Paddle, Jack Pine Paddle Instructors, Jack Pine Jack Pine Paddle Instructor-Trainers and their officers, directors, employees, representatives, agents, volunteers, premises and vessels (collectively, the "Releasees") from any legal or equitable claims, demands, debts, law suits or causes of action that I, my estate, heirs, survivors, executors, or assigns may have had in the past, have no or may have in the future for **any and all injury, disability, death, loss or damage to person or property, howsoever caused, including but not limited to the risks described in paragraphs 3, 4, and 5 of this Agreement, or by negligence, gross negligence, breach of contract or breach of any duty imposed by the common law or statute.**

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2. By entering into this Agreement, I am not relying on any oral or written representations made by the Releasees, other than what is set out in this Agreement, I am not relying on any oral or written representations made by the Releasees, other than what is set out in this Agreement. This Agreement is the entire agreement on liability between the Releasees and the signing party ("Releasor"). No other terms may be incorporated into this Agreement. If any provision of the Agreement is found to be unenforceable, the remaining terms shall be enforceable. Litigation arising from the Agreement will be commenced in the province/territory that the activity was undertaken in.

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HAZARDS AND RISKS ASSOCIATED WITH PADDLESPORTS OR JACK PINE PADDLE COURSES

3. Risk of injury from the activity and equipment utilized in paddlesports, whitewater rescue, swimming, and related land or water activities is significant and includes the potential for broken bones, drowning, injuries related to exposure to natural elements, contagions and man-made pollutants, severe injuries to the head, neck, and back, or other bodily injuries that may result in permanent disability or death.

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4. **Potential causes of injury include, but are not limited to** rolling over or sinking of a vessel, whether intentional or unintentional; water hydraulics, rapids, currents, swells, waves, water/wetness, debris, cold weather, cold water, lightning or other natural forces; camping, animal attacks, portaging or other similar activities; my own negligence or the negligence of others, including that of the Releases, which may include misjudgments of terrain, rapids, equipment, weather or route choice.

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5. I understand that this description of potential risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

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6. I consent to photographs taken of me during my participation in the Whitewater Activities, and to publication of the photographs by the Releasees for advertising, promotional and marketing purposes.

I confirm that I have had sufficient time to read and understand this waiver in its entirety, and have agreed to the terms freely and voluntarily without inducement. I understand that this waiver is binding on me, my heirs or assigns, and my legal representatives.

Participant Name _____ Signature _____ Date (D/M/Y) _____

City/Town _____ Address _____ Postal Code _____ Territory _____ Telephone _____

Email _____ Witness Name _____ Witness Signature _____

If you have any relevant medical conditions, please describe them on the back of this page and inform your instructor.



Do you have a history of cardiovascular disease? If so, please describe the history and management:

How would you describe your general physical condition? (Fair/Good/Excellent) Please describe:

How would you describe your swimming ability? (Poor/Average/Excellent) Please describe:

Food preferences or dietary restrictions (Vegetarian/Vegan, etc)

Three things that I am looking forward to on the trip are:

Please provide a brief outline of your previous paddling/outdoor/camping experience. Include previous paddling trips if relevant.

If this is a canoe trip, are you a confident paddler in the stern? Can you use the "J-stroke" and other steering strokes to control the direction of a canoe from the stern?

Please indicate if you are bringing your own tent, and if so brand/model:



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Please indicate if you have a travel partner and if so, their names. Please indicate if you would like to paddle with them or share a tent with them:

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Anything else we should know to help make your trip safe and enjoyable?

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How did you hear about Jackpine Paddle?

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In the morning, do you prefer coffee or tea or other?

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This Health History is correct as far as I know, I am able to participate in the full range of activities as described in the program description. As the below signed individual, I give permission to the physician selected by the sponsoring organization to hospitalize, secure proper treatment for, and order injection, and/or anesthetic and/or surgery for the person named above.

I have been to a physician within the last 12 months for a physical examination.

I understand and agree to the Jackpine Paddle Evacuation Policy:

Should illness or safety necessitate the evacuation of one or more participants, or should a participant choose to leave a trip early for any reason, all evacuation expenses will be paid by the individual(s) involved. No refund will be paid to a participant who does not complete a trip for any reason. Please note that provincial/territorial health care plans do not cover ambulance services outside your home province. If you became ill in a remote location you may be responsible for very expensive evacuation and air ambulance charges. To protect against these costs we recommend emergency medical insurance from Group Medical Services which can be purchased online at www.gms.ca. Participants are strongly encouraged to review the policy for exclusions, particularly for pre-existing medical conditions.

I understand and agree to the Jackpine Paddle Booking and Cancellation Policy:

A 20% deposit is due upon booking to reserve your spot on a tour. The balance of your trip fee is due 60 days before departure. If you register for a trip and subsequently cancel: There is a \$100 administration fee applied to any cancellation. The balance of your payment (to date) will be refunded for any cancellation up to 61 days prior to departure. For notice given: from 31-60 days, we retain 50% of the fee from 15-30 days, we retain 75% of the fee from 0-14 days, we retain 100% of the fee.

Trip cancellation insurance can be purchased online at www.gms.ca

Signature of Participant

Date

Signature of Witness

Date