



## RELEASE OF LIABILITY AND WAIVER OF CLAIMS

**WARNING! Please read carefully!**

**By signing this document, you will waive certain legal rights – including the right to sue.**

1. This is a binding legal agreement. Clarify any questions or concerns before signing. An individual who is 18 years old or older and who wants to participate in the programming of Wilderness Canoe Association Inc., must acknowledge and agree to the terms outlined in this agreement.

### Definitions

2. The following definitions are used in this agreement:
  - (a) “the Association” will refer to Wilderness Canoe Association Inc. (WCA), its directors, officers, members, trip organizers, activity participants, and volunteers;
  - (b) “the Activities” may include, but are not limited to, recreational paddling, wilderness tripping, guiding, meetings and other gatherings, and their associated activities;
  - (c) “the Participant” refers to an individual who participates in one or more WCA Activities;
  - (d) a “Dependent” is an individual under the age of 18 for whom the Participant is the parent or guardian, and who is participating in one or more WCA activities along with the Participant. Dependents participating in the Activities must be listed at the bottom of this document.

### Description and Acknowledgement of Risks

3. I understand, acknowledge, and agree that:
  - a) The Activities have foreseeable and unforeseeable inherent risks, hazards, and dangers that no amount of care, caution, or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis, and loss of life;
  - b) The Association consists of volunteers, none of whom are paid professionals with respect to their involvement with the Association, and who do not hold any duty of care towards participants in activities sponsored by the Association; and,
  - c) It is my sole responsibility to assess whether any Activities are too difficult for me and my Dependent(s). By commencing an Activity, I acknowledge and accept the suitability and conditions of the Activity.
  - d) I am fully responsible for my Dependent(s) participating in the Activities (if any), and for the safety and actions of the Dependent(s) with respect to the Activities.
  - e) It is my responsibility to be familiar with the Association’s ***Guidelines for Outing Participants***, and to comply with these guidelines as a condition for my participation in the Activities.
4. I am participating voluntarily in the Activities, as are my Dependent(s) (if any). In consideration of my participation (and, if applicable, the participation of my Dependent(s)), I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the Activities, any of which may lead to personal injury, impairment, disability, or death. The risks, dangers, and hazards include, but are not limited to:
  - a) Accidents, such as slips, falls, or loss of control; overturning of boats; motor vehicle or other transportation accidents; collision with or entrapment by trees, rocks, or boats; or encounters with dangerous animals or hazardous plants.
  - b) Acute perils, such as extreme weather; difficult terrain; equipment failure; or exposure to viral or bacterial pathogens leading to infection such as COVID-19.
  - c) Challenging conditions or situations, such as paddling in fast and powerful current; rapidly changing weather; remote locations with communication difficulties and/or limited access to rescue or medical treatment; physical overexertion; or unanticipated route changes.
  - d) Risks arising from actions of myself or others, such as failing to act safely or within one’s abilities; failure to properly use equipment; not wearing appropriate safety or protective equipment; improper provision of first-aid resources; inadequate emergency measures; or negligence on the part of the Association or other parties.



### Release of Liability

5. In consideration of the Association allowing me and my Dependent(s) to participate in activities, and for other good and valuable consideration, I and my Dependents release the Association from any and all claims (including demands; actions; direct, indirect, special and/or consequential damages; losses; judgments; and costs including legal fees) including, without restricting the generality of the foregoing,
- a) claims arising from communicable diseases such as but not limited to COVID-19;
  - b) claims arising from negligence or gross negligence;
  - c) claims arising from participation in the activities of the Association;
  - d) claims arising from contract; and,
  - e) claims arising from breach of statutory duty.

### Jurisdiction

6. I agree that in the event that I file a lawsuit against the Association, I will do so solely in the Province of Ontario and further agree that the substantive law of the Province of Ontario will apply without regard to conflict of law rules. I agree that this agreement is intended to be as broad and inclusive as is permitted by law of the Province of Ontario and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

### Acknowledgement

7. I acknowledge that I have been, by the present, made aware that I can seek legal advice regarding this agreement, that I have read and understand this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, guardians, next of kin, executors, administrators and legal or personal representatives.

\_\_\_\_\_  
**Name of Participant age 18 or older  
(print)**

\_\_\_\_\_  
**Signature of Participant**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name of Witness (print)**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Date**

**Names of Dependent(s) Participating in  
the Activities (print):**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Revised May 1, 2023**