

I acknowledge that kayaking is an action sport and a recreational activity involving travel in 3 dimensions and such activity is subject to mishap and even injury to participants. I affirm that I am in good health and that I understand that while participating in such activity I may suffer serious injury including death. I understand the risks involved including inclement weather such as strong winds, waves and travel hazards and that these locations may be without medical services. I understand that these circumstances may be beyond the control of Grand River Kayak and their employees, and will not hold them liable for injury or death. I understand and acknowledge that kayaking has inherent risks that no amount of care, caution, instruction or expertise can eliminate and I expressly and voluntarily assume all risk of death or personal injury sustained while participating in kayaking activities whether or not caused by the negligence of the released parties.

I hereby release and discharge Grand River Kayak, their officers, directors, elected officials, agents, employees, instructors and owners of equipment (herein collectively referred to as " Released Parties" from any and all liability, claims, demands, or causes of action that may hereafter have any injuries or damages arising out of my participation in kayaking activities.

I acknowledge that there are no warranties applicable to the purchase, rental, or lease of kayaks and all related equipment by me, and that all warranties whether expressed or implied are excluded. There is no warranty of merchantability or that the kayak is fit for any purpose. I am accepting the said kayak and equipment as is and I hereby acknowledge that I have examined the said kayak and equipment prior to my using.

I will take full responsibility for, and hold harmless Released Parties for any injury that I suffer or inflict upon others or their property as a result of my engaging in kayaking activities, or travel to or from the location of activity, or from stolen personal property.

I agree that I will operate on the said kayak in a reasonable and safe manner so as to not endanger the lives of persons or property of any individual, free from alcohol and drugs and without violence. Grand River Kayak reserves the right to terminate a lesson, tour or said activity under any or all of these circumstances, including false declared representation of level of kayaking skill ability, without refund to all involved parties. Grand River Kayak reserves the right to refuse or terminate any service at any time.

I agree that if it becomes necessary to alter or cancel any or all portions of my said activity due to inclement weather or for other reasons beyond the control of the Released Parties, that I will not hold the Released Party liable. If I am required to seek medical attention while participating in said kayak activity, I understand that I will incur ALL costs associated with evacuation. In the event a lawsuit is brought upon the Released Parties, I agree to do so in the Province of Ontario, under the current laws of the Province of Ontario.

I further represent that this Release of Liability, a waiver of legal rights and assumption of risk shall continue in full force and effect for so long as I engage in kayaking activities which are in any way connected to or with the Released Parties. This agreement will be in effect to include ALL classes within one registered session of Kardio Kayak Classes or multi-day overnight trips.

I further represent that I am at least 18 years of age, or that as the parent or legal guardian, I waive and release any and all rights that may accrue to me, or to my minor child, as the result of any injury that my minor child may suffer while engaging in kayaking activities.

Warning: This agreement will affect your legal rights. Every person must read it carefully, understand it and complete /sign this waiver prior to participating in any activity with Grand River Kayak.

I acknowledge that I have had enough time to fully read and understand the above and acknowledge the inherent risks that may arise out of my participation in the sport of kayaking. I agree to be bound by its terms. I sign this of my own free will on this day _____2009.

PARTICIPANT: _____
Printed Name Signature

PARENT/GUARDIAN*: _____
If under 18 Printed Name Signature

WITNESS: _____
To the above Printed Name Signature

*** Registration, medical and waiver forms have been completed accurately to my knowledge and the minor on them has permission to engage fully in the registered activity with Grand River Kayak. In the event of an emergency I cannot be reached, I hereby give permission to medical services to hospitalize, properly treat and if necessary administer injection, anesthesia or surgery for this minor/ my child and by signing on the above line, I agree to these requirements in advance.**