

Manitoba Whitewater Club Waiver and Release Form

WAIVER AND RELEASE OF ALL LIABILITY CLAIMS AND ACCEPTANCE OF INHERENT RISKS WARNING: BY SIGNING THIS DOCUMENT YOU GIVE UP THE RIGHT TO SUE.

All participants who paddle at a Manitoba Whitewater Club event must first read and sign this waiver.

In consideration of my being permitted to participate in paddling courses, pool sessions, trips and related activities, I agree to this release of claims, waiver of liability, and assumption of risks (collectively called "this Agreement"). I hereby waive any and all claims I may have against and release from all liability and agree not to sue the City of Winnipeg, Manitoba Whitewater Club and their directors, officers, employees, members, leaders, instructors, volunteers, volunteer assistants, independent contractors, agents or representatives (all of which organizations and individuals are collectively called the "Leaders") for any or all personal injury, death, property damage or loss sustained by me as a result of my participation in any paddling activities (including traveling to and from such activities) and due to any cause whatsoever, including without limitation, negligence on the part of the Leaders or instructors.

I am aware that paddling has, in addition to the usual risks and dangers inherent in any sport (such as loss of control, collisions with other paddlers and objects, injuries due to over-exertion, equipment failure, etc), certain additional dangers and risks, some of which include:

1. LOG JAMS, SWEEPERS, STRAINERS, ROCKS, ICE, FLOTSAM, PLUNGES and other river obstacles (both natural and man made, some of which are hidden from view) which may block part or all of a river channel, overturn boats, and possibly draw paddlers under water where they may be trapped with no possibility of rescue or survival;
2. CURRENTS, WAVES, EDDY LINES, BOILS, WHIRLPOOLS, REVERSALS, KEEPERS, HOLES, CHANGING WATER LEVELS AND OTHER POWERFUL HYDRAULIC FORCES, caused by natural or man made geographical features or objects such as dams, weirs, ledges, bends, cliffs, headwalls, constrictions, rocks, and other river obstacles which may make navigation difficult or dangerous, over turned boats, and/or sweep paddlers helplessly down stream or out to sea, and or trapped and drowned paddlers;
3. EXTREMELY COLD WATER, LIGHTNING STORMS AND WEATHER CONDITIONS, which may change rapidly and which may cause dangerous hypothermia in minutes and/or impair judgment and/or reduce chances of survival;
4. NEGLIGENCE of leaders or other paddlers resulting from carelessness, inadequate training and preparation, casual attitudes in a volunteer setting, and impairment of judgment due to fatigue, hypothermia, or hyperthermia;
5. WILDLIFE, which may inflict personal injury, death and/or equipment/supplies damage.

I accept and consent to all the risks of paddling and related activities and the possibility of personal injury, death, property damage or loss resulting there from. I acknowledge that the enjoyment and excitement of paddling is derived in part from exploring unfamiliar rivers and lakes, and accepting the challenge of the risks that contribute to the dangers and difficulties associated with paddling.

In entering into this Agreement, I am not relying on any oral or written representations or statements made by any of the Leaders including those contained in any written publications to induce me to participate in any paddling activity. I further agree that the terms of the Agreement may only be amended by a duly executed written agreement between the Leaders and myself and that this Agreement shall not be affected or altered by any subsequent written or oral representations made to me by any of the Leaders.

I am signing this release on behalf of myself and it is binding against myself and my heirs, executors, administrators, and all others who may act on my behalf and the minors (if any) whose names appear below and I am the legal guardian and representative of such minors (if any). I confirm that I have read and understood this Agreement.

READ BEFORE SIGNING! Signed the _____ day of _____ 20 ____ in the presence of _____

Participant's (Guardian's) Signature

Witness's Signature

Print Name

Emergency Contact Name

Print Minor's Name (if applicable)

Phone Number