

RELEASE FROM LIABILITY AND ASSUMPTION OF RISKS

FOR: All Activities and Related Activities sponsored or organized by Wai Nui O Kanaka Outrigger Canoe Club (the Organizer) including, without limitation, The 'Wai Nui...Why Not' Race and all practices and other races

- 1)I acknowledge that canoeing, stand-up paddle boarding, kayaking and associated paddle and water sports (whether outdoor or indoor) (the Activities) involve risk, dangers and inherent hazards (collectively the Inherent Risk). I further acknowledge that in addition to the Inherent Risk the Activities involve certain additional risks, dangers, and hazards, some of which may include (but are not limited to): physical exertion for which I may not be prepared; weather extremes, including sudden and unexpected changes, dangerous water conditions, including cold water and movement, waves, currents, rapids and white water, collision with natural and man-made objects, including rocks and other boats, and equipment malfunction or failure (collectively the Additional Risks).
- 2)I acknowledge that the enjoyment and excitement of my participation in the Activities is derived, in part from the Inherent Risk and the Additional Risks and I expressly agree to freely accept and fully assume all risk of personal injury, death, property damage or less, resulting from any cause whatsoever, including but not limited to the Inherent Risk and the Additional Risks and active or passive negligence, imprudence, lack of skill, error of judgment, breach of contract or breach of statutory duty of care on the part of the Organizer, the Ontario Marathon Canoe and Kayak Racing Association (OMCKRA), Canoe Ontario, Canadian Outrigger Association (CORA), Canoe Kayak Canada (CKC), Sport Oakville, Town of Oakville, Ontario Trillium Foundation, Government of Ontario, Government of Canada, team organizers and coaching volunteers and all other related groups and persons (each group/organization and/or such person being an Indemnified Party). For greater certainty and without limiting the foregoing, I acknowledge that I use the equipment and facilities of the Organizer and any other Indemnified Party with understanding of the nature, condition and state thereof and entirely at my own risk and acknowledge that I am solely responsible for the safety of my person and property and that the Organizer and each other Indemnified Party assumes no responsibility whatsoever for the safety of my person or property in connection with the Activities or other activities (including on-water or dry-land practices, training and award ceremonies) sponsored or organized by any Indemnified Party (Related Activities).
- 3)On my behalf and on behalf of my heirs, next of kin, executors, administrators, estate trustees, successors and assigns, I waive any and all claims I may now and in the future have against and release and forever discharge from liability and agree not to sue the Organizer and/or any other Indemnified Party for any personal injury, death, property damage or less sustained by me as a result of my participation in the Activities or Related Activities due to any cause whatsoever, including but not limited active or passive negligence, imprudence, lack of skill, error of judgment, breach of contract, or breach of statutory duty of care on the part of the Organizer or any other Indemnified Party.
- 4)On my behalf and on behalf of my heirs, next of kin, executors, administrators, estate trustees, successors and assigns, I agree to save harmless and indemnify the Organizer and each other Indemnified Party from and against any and all liability or costs incurred by any of them for any personal injury, death, property damage or less to any third party, resulting from my participation in the Activities or Related Activities or in the operation of the Organizer.
- 5)I agree that I am responsible for all costs of rescue or medical attention rendered to me or for my benefit, arising from the Activities and Related Activities and I agree to indemnify the Organizer and/or each other Indemnified Party from any and all liability in respect of any and all such costs.
- 6)I acknowledge that in signing this waiver and release I am not relying on any oral, written or visual representations or statements made by the Organizer or any other Indemnified Party.

- 7)I agree to obey all rules of the Organizer and understand that it is my responsibility to provide a Personal Flotation Device (PFD) for all Activities, and that I will wear a PFD when so directed by the Organizer or if participating in Activities in water conditions in which I am not comfortable, or capable of, swimming. I further understand that it is my responsibility at all times to obey the laws applicable in Ontario, including those with respect to PFD usage. Failure to comply with the PFD requirements herein, or other rules of the Organizer generally, will result in the Organizer refusing to allow my participation in any Activity or Related Activity.
- 8)I agree that this Waiver and Release shall in all respects be governed by and interpreted in accordance with the laws of the province of Ontario.

CONCUSSION CODE OF CONDUCT FOR ATHLETES AND PARENTS/GUARDIANS (for athletes under 18 year of age)

- I will help prevent concussions by:
- Wearing the proper equipment for my sport and wearing it correctly.
 - Developing my skills and strength so that I can participate to the best of my ability.
 - Respecting the rules of my sport or activity.
 - My commitment to fair play and respect for all* (respecting other athletes, coaches, team trainers and officials).
- I will care for my health and safety by taking concussions seriously, and I understand that:
- A concussion is a brain injury that can have both short- and long-term effects.
 - A blow to my head, face or neck, or a blow to the body that causes the brain to move around inside the skull may cause a concussion.
 - I don't need to lose consciousness to have had a concussion.
 - I have a commitment to concussion recognition and reporting, including self-reporting of possible concussion and reporting to a designated person when and individual suspects that another individual may have sustained a concussion.* (Meaning: If I think I might have a concussion I should stop participating in further training, practice or competition immediately, or tell an adult if I think another athlete has a concussion).
 - Continuing to participate in further training, practice or competition with a possible concussion increases my risk of more severe, longer lasting symptoms, and increases my risk of other injuries. I will not hide concussion symptoms. I will speak up for myself and others.
 - I will not hide my symptoms. I will tell a coach, official, team trainer, parent or another adult I trust if I experience any symptoms of concussion.
 - If someone else tells me about concussion symptoms, or I see signs they might have a concussion, I will tell a coach, official, team trainer, parent or another adult I trust so they can help.
 - I understand that if I have a suspected concussion, I will be removed from sport and that I will not be able to return to training, practice or competition until I undergo a medical assessment by a medical doctor or nurse practitioner and have been medically cleared to return to training, practice or competition.
 - I have a commitment to sharing any pertinent information regarding incidents of removal from sport with the athlete's school and any other sport organization with which the athlete has registered (Meaning: If I am diagnosed with a concussion, I understand that letting all of my other coaches and teachers know about my injury will help them support me while I recover.)
- I will take the time I need to recover, because it is important for my health.
- I understand my commitment to supporting the return-to-sport process* (I will have to follow my sport organization's Return-to-Sport Protocol).
 - I understand I will have to be medically cleared by a medical doctor or nurse practitioner before returning to training, practice or competition.
 - I will respect my coaches, team trainers, parents, health-care professionals, and medical doctors and nurse practitioners, regarding my health and safety. By signing here, I acknowledge that I have fully reviewed and commit to this Concussion Code of Conduct.

WAI NUI IMAGE CONSENT

I give permission for Wai Nui to use my (or my child's) likeness in the form of photographs and/or videos from club activities for promotional purposes including the club's website and social media.

I confirm that I am of the full age of 18 years and I have read this Waiver and Release & Concussion Code & Image Consent, understand its contents and accept its terms. I agree that this instrument will be binding upon my heirs, next of kin, executors, administrators, estate trustees, successors and assigns.

For Participant who is not of the full age of 18 years - Acknowledgement of Parent or Legal Guardian: I have read the above waiver of Claims and release of liability and as a parent or other legal guardian of the Participant, I agree to the Participant's participation in the Activities described herein and acknowledge the risks and responsibilities involved.

Signature of Participant or Parent/Guardian

Printed Name of Signatory

If under 18, Name of Participant

Email

Date:

Phone #:

Age: Birthdate:

Emergency Contact name

Emergency Contact phone #: