



# INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT ONTARIO RECREATIONAL CANOEING AND KAYAKING ASSOCIATION

*(to be executed by Participants who are younger than 18 years of age and by their parents/guardians)*

**WARNING! Please read carefully! By signing this document, you will assume certain risks and responsibilities**

Participant's Name: \_\_\_\_\_ Participant's Date of Birth: \_\_\_\_\_

1. This is a binding legal agreement. Clarify any questions or concerns before signing. An individual who is younger than 18 years old and who wants to participate in the programming of the Ontario Recreational Canoeing and Kayaking Association ("ORCKA") or its Organizational Members, which may include but is not limited to: recreational paddling, wilderness tripping, guiding and their associated activities (collectively the "Activities"), must have themselves and their legal parent/guardian (collectively the "Parties") acknowledge and agree to the terms outlined in this agreement.
2. The undersigned acknowledges and agrees that they are a parent/guardian of the Participant and have full legal responsibility for the decisions of the Participant.

#### Disclaimer

3. ORCKA, Catarauqui Canoe Club and respective Directors, Officers, members, employees, volunteers, instructors, trip leaders, participants, agents, sponsors, and representatives (collectively the "Organization") are not responsible for any injury, property damage, death, expense, loss of income, damage or loss of any kind suffered by the Participant during, or as a result of, the Activities.

**We have read and agree to be bound by paragraphs 1 to 3**

#### Description and Acknowledgement of Risks

4. The Parties understand and acknowledge 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 Organization may offer or promote online programming (such as webinars, remote conferences, workshops, and online training) which have different foreseeable and unforeseeable risks than in-person programming,
  - c) The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of the Participant's fitness or abilities, may give incomplete warnings or instructions, may misjudge weather or environmental conditions, and the equipment being used might malfunction,
  - d) **(COVID-19)** The COVID-19 disease has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19; however, the Organization cannot guarantee that the Participant will not become infected with COVID-19. Further, participating in the Activities could increase the Participant's risk of contracting COVID-19.
5. The Participant is participating voluntarily in the Activities. In consideration of that participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards and may be exposed to such risks, dangers and hazards. The Parties understand that the Organization may fail to safeguard or protect the Participant from the risks, dangers and hazards of the Activities, some of which are listed below. The risks, dangers and hazards include, but are not limited to:
  - a) The inherent risks of the Activities, including:
    - i. Improper or incomplete provision or maintenance of paddling equipment, such as canoes, kayaks, stand up paddle boards, paddles, PFDs, and paddling rescue safety equipment,
    - ii. Improper or incomplete provision or maintenance of tripping equipment, such as tents, tarps, kitchen equipment, and packs,
    - iii. Improper or incomplete provision or maintenance of transportation equipment, such as vehicles, paddling equipment, and tripping equipment,
    - iv. Improper or incomplete provision or maintenance of first-aid resources or equipment, such as first-aid kits and material,
    - v. Improper or incomplete provision of participant registration information, such as waivers, medical forms, emergency contact forms, and determination of swimming ability, paddling ability/experience, and general level of fitness,
    - vi. Improper or incomplete provision of food and water-related information, such as nutrition, hydration, water purification, wildlife management, and food preservation,
    - vii. Inability to properly secure or prepare the 'instructional environment' location or 'wilderness tripping route', which may include a waterfront dock, public beach site, campsite or portage route, private property, a conservation area, a Provincial or National Park, or crown land,
    - viii. Risks associated with transporting participants or equipment,
    - ix. Risks associated with paddling in rough water conditions, encountering water hazards, swimming/floating, using paddles, using rope and other paddling equipment, carrying a canoe and other paddling equipment, and with accidents or illness in a remote place without medical facilities,
    - x. Improper or incomplete accounting for safe wilderness travel, weather, or paddling,
    - xi. Inability to provide a safe wilderness camping environment, such as by failing to be aware of site hazards, lack of awareness of hazards (related to the kitchen, stove, firepit, and camp hygiene), failing to follow swimming protocol, and prolonging exposure to the elements,
    - xii. Inability to provide for emergency response, such as by creating an evacuation plan, rescuing the Participant or equipment, determining an alternate route, sourcing alternate leadership, or providing first-aid.
  - b) Health: executing strenuous and demanding physical techniques; physical exertion; overexertion; repetitive actions; stretching; dehydration; fatigue; cardiovascular workouts; rapid movements and stops; lack of fitness or conditioning; traumatic injury; hyperthermia; hypothermia; sprains and fractures, spinal cord injuries, bacterial infections; drowning; rashes; contact with plants, animals, reptiles or insects; and the transmission of communicable diseases, including viruses of all kinds, COVID-19, bacteria, parasites or other organisms or any mutation thereof,

- c) Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, walls, equipment or persons; dangerous, unsafe, or irregular conditions on the ground or other surfaces; extreme weather conditions; and travel to and from the premises,
- d) Use of equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Organization to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to wear safety or protective equipment; and failure to use or operate equipment within the Participant's own ability,
- e) Contact: contact with equipment associated with the Activities, other equipment, vehicles, or other persons; and other contact that may lead to serious bodily injury, including but not limited to concussions and/or other brain injury or serious spinal injury,
- f) Advice: negligent advice regarding the Activities,
- g) Ability: failing to act safely or within the Participant's own ability or within designated areas,
- h) Cyber: privacy breaches; hacking; and technology malfunction or damage,
- i) Conduct: the Participant's conduct and conduct of other persons including any physical altercation between participants,
- j) Travel: travel to and from the Activities.

**We have read and agree to be bound by paragraphs 4 and 5**

**Terms**

- 6. In consideration of the Organization allowing the Participant to participate in the Activities, the Parties agree:
  - a) That when the Participant practices or trains in their own space, the Parties are responsible for the Participant's surroundings and the location and equipment that is selected for the Participant,
  - b) That the Participant's mental and physical condition is appropriate to participate in the Activities and the Parties assume all risks related to the Participant's mental and physical condition,
  - c) To comply with the rules and regulations for participation in the Activities,
  - d) To comply with the rules of the facility or equipment,
  - e) That if the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation and bring their observations to a representative of the Organization immediately,
  - f) The risks associated with the Activities are increased when the Participant is impaired and the Participant will not participate if impaired in any way,
  - g) That it is their sole responsibility to assess whether any Activities are too difficult for the Participant. By the Participant commencing an Activity, they acknowledge and accept the suitability and conditions of the Activity,
  - h) That they are responsible for the choice of the Participant's safety or protective equipment and the secure fitting of that equipment,
  - i) **(COVID-19)** That COVID-19 is contagious in nature and the Participant may be exposed to, or infected by, COVID-19 and such exposure may result in personal injury, illness, permanent disability, or death.
  
- 7. In consideration of the Organization allowing the Participant to participate, the Parties agree:
  - a) That the Parties are not relying on any oral or written statements made by the Organization or their agents, whether in brochure or advertisement or in individual conversations, to agree to participate in the Activities,
  - b) That the Organization is not responsible or liable for any damage to the Participant's vehicle, property, or equipment that may occur as a result of the Activities,
  - c) 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.

**Jurisdiction**

- 8. The Parties agree that in the event that they file a lawsuit against the Organization, they agree to do so solely in the Province of Ontario and they further agree that the substantive law of the Province of Ontario will apply without regard to conflict of law rules.

**We have read and agree to be bound by paragraphs 7 and 8**

**Acknowledgement**

- 9. The Parties acknowledge that they have read this agreement and understand it, that they have executed this agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, their spouses, guardians, next of kin, executors, administrators and legal or personal representatives.

\_\_\_\_\_  
Name of Participant

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Parent or Guardian (print)

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date