

THAMES RIVER PADDLING CLUB
PARTICIPANT INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT
(Participants Under 18 Years of Age)
2024

PLEASE READ CAREFULLY!
BY SIGNING THIS DOCUMENT, YOU ASSUME CERTAIN RISKS AND RESPONSIBILITIES.

This is a binding legal agreement. Clarify any questions or concerns before signing. As a participant in the activities and the spectating, orientation, instruction, competitions, programs, and services of the Thames River Paddling Club (collectively the "Activities"), the undersigned, being the Participant and the Participant's Parent/Guardian (collectively the "Parties"), acknowledge and agree to the terms outlined in this document.

The Thames River Paddling Club and their respective Directors, Officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facilities in which the Activities take place, and representatives (collectively the "Organization").

Description & Acknowledgement of Risks

- 1) 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.
 - 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) The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is 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.
- 2) 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 risks, dangers and hazards include, but are not limited to:
 - a) Privacy breaches, hacking, technology malfunction or damage.
 - b) Executing strenuous and demanding physical movements & exerting & stretching various muscle groups.
 - c) Vigorous physical exertion, strenuous cardiovascular workouts, and rapid movements.
 - d) Failure to properly use any equipment, from the mechanical failure of any piece of equipment or inadequate safety equipment.
 - e) Failure to act safely or within the Participant's ability or to stay within designated areas or to follow the instructions or rules.
 - f) Serious injury to virtually all bones, joints, ligaments, muscles, tendons, and other aspects of the Participant's body or to the Participant's general health and well-being.
 - g) Abrasions, sprains, strains, fractures, or dislocations.
 - h) Concussion or other head injuries, including but not limited to, closed head injury or blunt head trauma.
 - i) Physical contact, falling or colliding with other boats, paddles, docks or with other participants, spectators, equipment, and hazards. Including falls due to wetness, uneven or irregular surfaces.
 - j) Entering and exiting the boat or capsizing a boat.
 - k) Extreme weather conditions which may result in dehydration, hypothermia, heatstroke or sunstroke.
 - l) Extended times in water or under the water.
 - m) Failure to act safely or within the Participant's ability or to stay within designated areas.
 - n) Negligence of other persons, including other spectators, participants, or employees.
 - o) Travel to and from competitive events and associated non-competitive events which are an integral part of the Activities.
 - p) Contracting COVID-19 or any other contagious disease.

☐ We have read and agree to be bound by paragraphs 1 and 2.

Guardian Initials: _____

Terms

- 3) 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) That the Participant may experience anxiety while challenging themselves during the Activities.
 - d) To comply with the rules and regulations for participation in the Activities.
 - e) To comply with the rules of the facility or equipment.
 - 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 COVID-19 is contagious in nature and the Participant may be exposed to, or infected by, COVID-19.
- 4) 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; and
 - 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.

ACKNOWLEDGEMENT & PERMISSION

- 5) 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, parents, guardians, next of kin, executors, administrators and legal or personal representatives. The Parties also understand that participants and spectators may be photographed, and agree to allow their photo or video footage to be used for any legitimate purpose by the producers, sponsors or organizers.

☐ We have read and agree to be bound by paragraphs 3 to 5.

I, _____, give _____
(name of parent / guardian) (name of participant)

permission to participate in the activities organized by the **Thames River Paddling Club** during the 2024 season.

Participant Date of Birth: _____ Emergency Contact Number: _____

Signature of Minor: _____

Signature of Parent/ Guardian: _____ Date: _____