



**Muskoka River X Paddling Race
WAIVER, RELEASE AND INDEMNIFICATION**

I, _____ am a participant in the Muskoka River X
(Name of Participant) paddling race, from September 13 to
September 15, 2019.

In consideration of the acceptance of my application and the permission to participate as an entrant or competitor in the Muskoka River X Paddling Race and any other Muskoka River X related activities that take place before or after the event. **I, hereby agree as following:**

1. In entering into this agreement, I acknowledge that I am aware of the risks, dangers, and hazards associated with canoe/kayak/stand-up paddleboard racing and the unique aspects of this event, and I freely accept and fully assume all such risks, dangers, and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom.
2. I have conditioned myself to participate in the event that I have chosen.
3. I am a competent paddler in the category that I have chosen to compete in and I am prepared and equipped to be self-sufficient in competing and completing the category that I have chosen.
4. I, for myself, my heirs, executors, administrators, successors, and assigns HEREBY RELEASE, WAIVE, AND FOREVER DISCHARGE River X Racing Inc. (race directors), the Huntsville/Lake of Bays Chamber of Commerce, the Town of Huntsville, Township of Lake of Bays, Town of Bracebridge, District of Muskoka, the OMCKRA, and all other associations, land owners, volunteers, sanctioning bodies, event suppliers (services and equipment) and sponsoring companies, and elected and appointed officials, successors and assigns, OF AND FROM ALL claims, demands, damages, costs, expenses, actions and causes of action, whether in law or equity, in respect of death, injury, loss or damage to my person or property HOWSOEVER CAUSED, arising or to arise by reason of my participation in the said event, whether as spectator, participant, competitor, or otherwise, whether prior to, during or subsequent to the event, AND NOTWITHSTANDING that same may have been contributed to or occasioned by the negligence of the aforesaid.
5. I FURTHER HEREBY UNDERTAKE TO HOLD AND SAFE HARMLESS AND AGREE TO INDEMNIFY all of the aforesaid from and against any and all liability incurred by any or all of them arising as a result of, or in any way connected with my participation in the said event.
6. That this agreement and any rights, duties, and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the province of Ontario and no other jurisdiction; and, any litigation involving the parties to this Agreement shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario.
7. Further I hereby grant full permission to any and all of the foregoing to use any photography, video tapes, motion pictures, recordings or any other record of this event and my image for promotional purposes: Personal information collected by the organizers is for registration and results purposes only, and may not be shared with other companies or organizations without my consent.
8. I hereby consent to receive medical treatment in the event of my injury, accident and/or illness, during any event.

IN ENTERING THIS AGREEMENT, I AM NOT RELYING ON ANY ORAL OR WRITTEN REPRESENTATIONS OR STATEMENTS MADE BY THE RELEASEES WITH RESPECT TO THE SAFETY OF CANOE/KAYAK/STAND-UP PADDLEBOARD RACING, OTHER THAN WHAT IS SET FORTH IN THIS AGREEMENT.

I hereby agree as follows:

1. To acknowledge that I have been provided with a competitor document which identifies the risks associated with canoe/kayak/stand-up paddleboard racing, and the fact that as a participant I share a role in ensuring my own safety and in mitigating these risk, by being suitably prepared to participate in this event; and,
2. To acknowledge that I have read and understood this document.
3. To acknowledge that I have read and understood the list of mandatory equipment and the safety/medical procedures and practices outlined in the aforementioned information package; and,
4. That I am aware that I am responsible for bringing this equipment to the event, and that I have been instructed to carry this equipment throughout the race.
5. To acknowledge I have been instructed to wear equipment such as a personal flotation device while engaging in activities that require these equipment.

INITIAL HERE: _____

I ACKNOWLEDGE, AGREE, AND REPRESENT THAT I UNDERSTAND THE NATURE OF THE EVENT AND RISKS ASSOCIATED WITH PARTICIPATION IN OR ATTENDANCE AT THE EVENT INCLUDING RISK OF INJURY, WHETHER SERIOUS OR NOT AND POSSIBLY DEATH AND WARRANT THAT I AM IN GOOD HEALTH AND PROPER PHYSICAL FITNESS TO ENABLE PARTICIPATION, INCLUDING ANY ACTIVITIES ASSOCIATED WITH THE EVENT AND AT ANYTIME I BELIEVE THAT ANY CONDITIONS OR EQUIPMENT USED DURING THE EVENT IS UNSAFE, OR THAT IF I AM INCAPABLE OF CONTINUING, I WILL IMMEDIATELY DISCONTINUE FURTHER PARTICIPATION IN THE EVENT OR ACTIVITY, OR IF REQUESTED BY ANY REPRESENTATIVE OF THE RELEASEES OR ANY MEDICAL PERSONNEL TO DISCONTINUE PARTICIPATION.

INITIAL HERE: _____

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVE MAY HAVE AGAINST THE RELEASEES.

I hereby consent that I am eighteen (18) years of age, or older, and I have read this document, and I UNDERSTAND AND AGREE TO THE CONTENTS.

Signature: _____

Signed this _____ **day of** _____, 2019

Signature of Parent/Legal Guardian _____
(if under 18 years of age)