



WAIVER, RELEASE AND INDEMNIFICATION
2024 Algonquin Outfitters Muskoka River X

PARTICIPANT: _____

TEAM NAME: _____

I, _____ am a participant in the Algonquin Outfitters Muskoka River X paddling race, September 13 to September 15, 2024.

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:

I am in good physical condition and reasonable health. I am competent at paddling and have sufficient resources and experience for self-rescue techniques, first aid, and wilderness survival. I am able to support myself and be self-sufficient. I will carry all the supplies required to complete the event including food, hydration, and mandatory equipment as detailed within the Event Information document. I am aware of the safety/medical procedures and practices outlined in the Event Information package.

INITIAL: _____

I am aware that the water and environmental conditions are unpredictable and can change quickly. I may be exposed to wind, waves, rain, snow, heat or sub-zero temperatures. The course travels long sections of lakes and rivers, both downstream with current and upstream against current. Lakes can experience high intensity of wind and wave. The rivers include a mix of deep and shallow water. River current can be fast with swifts both against current and with current. River water levels can change very quickly. I will monitor and respond to water conditions for safety. The rivers include portages around waterfalls, rapids, and chutes. All portages are remote, wilderness-based access points of various lengths. Portaging will cover rough terrain of uneven surfaces, slippery, and undeveloped pathways. Leaving and entering the watercraft will occur in challenging conditions such as deep water, fast current, and steep inclines. The event occurs both during daytime and nighttime. Navigation is required. I am familiar with the use of a topographic map, grid coordinates and magnetic compass. The course is remote in many areas with limited access.

INITIAL: _____

Emergency response plans have been established by event management and a GPS emergency transmitter/beacon system that I or my teammate agrees to carry will monitors my location. A Search and Rescue team is on stand-by. However, it is impossible to guarantee that I will receive immediate assistance should I or my teammate activate the emergency beacon or request support via cell phone. Multiple factors affect the time-to-respond after an emergency notification is received. I am suitably prepared to support myself for several hours until an emergency response team can access my location. I understand that all times, I assume responsible for my own safety, wellbeing, and mitigating risks, including the timely activation of the emergency beacon or the use of my cell phone to request assistance. I will wear a personal flotation device at all times when on or near the water.

INITIAL: _____

1. The Algonquin Outfitters Muskoka River X is an adventure race and presents unique challenges and risks. I am aware of the risks, dangers, and hazards associated with canoe/kayak/stand-up paddleboard adventure racing and the unique aspects of this event. 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, for myself, my heirs, executors, administrators, successors, and assigns HEREBY RELEASE, WAIVE, AND FOREVER DISCHARGE River X Racing Inc. (race directors), the Township of South Algonquin, Township of Algonquin Highlands, Ministry of the Environment, Conservation and Parks, OMCKRA, and all other associations, land owners, volunteers, sanctioning bodies, event suppliers and vendors (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.

3. 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.
4. 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.
5. 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.
6. I hereby consent to receive medical treatment in the event of my injury, accident and/or illness, during any event.

INITIAL: _____

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 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 any time 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. 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.

INITIAL: _____

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 _____, 2024

Participants under the age of 18 years of age must review the following concussion awareness resource.
<https://www.ontario.ca/page/rowans-law-concussion-awareness-resources>

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

ANY HEALTH/MEDICAL CONDITIONS AND/OR DISABILITIES THAT WE NEED TO KNOW ABOUT?

WHO TO CONTACT IN THE EVENT OF AN EMERGENCY

Name & Relationship to you:

Phone Number: