

PARACANOE 2021

Canoe Kayak Canada Waiver for Strapping Within Boats

INTRODUCTION

This Canoe Kayak Canada Waiver for Strapping Within Boats (the “**Waiver**”) applies to [_____] (herein after referred to as the “**Competition**”) and must be completed by any athlete who uses strapping in their boats prior to the athlete participating in the Competition. For the avoidance of doubt, signature of this Waiver is a condition of the athlete’s participation at the Competition and failure to respect this condition will result in the athlete’s participation in the Competition being refused by CKC or any other organization that has authority over the Competition.

AGREEMENT AND WAIVER

1. By signing this Waiver, I understand and agree that any strapping used within my boat must be quick release. However, if I am unable to use quick release strapping for a justifiable reason, I must demonstrate that I am safely able to escape if my boat capsizes.
2. I represent that I am able to quickly and easily release myself from any strapping that holds me in place in my boat, and that I am able to do so should my boat capsize at any time while I am on the water.
3. I agree that CKC and its coaches, trainers, instructors, agents, staff, volunteers, directors, sponsors, consultants, partners and representatives (collectively referred to as the “Organization”), as well as any such individuals from its affiliated Provincial Associations and member clubs (collectively referred to as the “Affiliates”), shall not be considered responsible for any death, personal injury, illness, damage, property damage, expense, loss of income or loss of any kind that I may suffer during, or as a result of my use of strapping in my boat while participating at the Competition.
4. I agree to waive any and all claims that I have or may have in the future against the Organization and/or its Affiliates, and to release the Organization and its Affiliates from any and all liability for any material loss or damage, or expense that I may suffer, or that my next of kin may suffer, as a result of the realization of any normal, common and reasonably foreseeable risk(s) that is (are) due to my use of strapping in my boat while participating in the Competition, unless caused by the intentional or gross fault of the Organization and/or its Affiliates.
5. I also agree that, in the event that I suffer bodily injury (including any illness) or moral injury as a result of my use of strapping in my boat while participating in the Competition and, provided that such injury is not caused as a result of the realization of any normal, common and reasonably foreseeable risk that is inherent in the use of strapping in my boat while participating in the Competition, my awareness of the risks of using strapping, and particularly the risk of not using quick release strapping, may be considered as a contributory fault on my part and that I may, as a result, be considered in the apportionment of liability for any injury that I suffer in the event that I take any legal action against the Organization and/or its Affiliates.

6. By signing this Waiver, I (or my parent or legal guardian, if I am under the age of 18) acknowledge that I have read and understand this Waiver, that I have been, by the present, made aware that I can seek legal advice regarding this Waiver, that I have executed this Waiver voluntarily, and that this Waiver is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

SIGNATURE

Athlete name (printed): _____

Signature: _____

Date: _____

FOR PARTICIPANTS WHO ARE YOUNGER THAN 18 YEARS OF AGE:

As the parent or legal guardian of the athlete, I declare that I have parental and/or legal authority to sign this Waiver on their behalf, and I acknowledge that I have read and understand this Waiver, and that I have been, by the present, made aware that I can seek legal advice regarding this Waiver, that I have executed this Waiver voluntarily, and that this Waiver is to be binding upon the athlete, myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

Parent or Legal Guardian name (printed): _____

Signature: _____

Date: _____

COACH SIGNATURE

As the athlete's coach, I confirm that I have witnessed the athlete release himself/herself safely from the strapping in their boat while on the water.

Coach name (printed): _____

Signature: _____

Date: _____