



**PROGRAM WAIVER - YOUTH
ACKNOWLEDGEMENT OF RISK
RELEASE AND WAIVER OF LIABILITY
FOR PARTICIPANTS UNDER THE AGE OF MAJORITY**

IN CONSIDERATION of allowing my minor child/ward to participate in this program, related events and activities of the Harbourfront Canoe & Kayak Centre (a division of Water Travel Inc.), **I WARRANT TO YOU THAT:**

1. I am a parent or guardian having full legal responsibility for decisions regarding my minor child/ward.
2. I am familiar with the risk of serious injury and death, which any participant in this program must acknowledge.
3. I believe that my minor child/ward is physically, emotionally and mentally able to participate in this program.
4. I understand and will instruct my minor child/ward, that all applicable rules for participation must be followed.
5. At all times the sole responsibility for personal safety remains with my minor child/ward.
6. I will immediately remove my minor child/ward from participation, and notify the nearest official, if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that my minor child/ward has experienced any deterioration in his/her physical, emotional or mental fitness for continued participation in the program.

I UNDERSTAND AND AGREE, ON BEHALF OF MY MINOR CHILD/WARD, MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, THAT MY EXECUTION OF THIS DOCUMENT CONSTITUTES:

1. An unqualified **ACKNOWLEDGEMENT OF ALL RISKS** associated with participation in this program by my minor child/ward even if arising from negligence, or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the program organizer and any persons associated therewith or participating therein, and
2. A **FULL AND FINAL RELEASE AND WAIVER OF LIABILITY** of the program organizer and all persons and organizations associated with it and the program including, without limiting the generality of the foregoing, its officers, directors, officials, agents and/or employees, other participants, sponsors, advertisers, owners and/or lessors of the premises used to conduct the program, sanctioning bodies, medical or rescue personnel (the **RELEASEES**), of and from with the respect to all injury, disability, death or loss or damage to person or property whether arising from the negligence, or negligent rescue of or by the foregoing or otherwise,
3. An **UNDERSTANDING NOT TO SUE THE RELEASEES** for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from the participation of my minor child/ward in the program, and
4. An **AGREEMENT TO INDEMNIFY, and to SAVE AND HOLD HARMLESS THE RELEASEES**, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or anyone of them whether the claim is based on the negligence or the gross negligence of the **RELEASEES** or otherwise.
5. I UNDERSTAND THAT THE **RELEASEES** ARE RELYING UPON MY WARRANTIES, ACKNOWLEDGEMENTS, WAIVER AND RELEASE, UNDERTAKINGS AND AGREEMENTS WHEN ACCEPTING MY MINOR CHILD'S/WARD'S PARTICIPATION IN THIS PROGRAM.
6. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I GIVE UP SUBSTANTIAL LEGAL RIGHTS I AND/OR MY MINOR CHILD/WARD WOULD OTHERWISE HAVE.
7. I confirm that I have had sufficient time to read and understand each term in this waiver in its entirety, and have agreed to the terms freely and voluntarily. I understand that this waiver is binding on my Legal Representatives and myself.

Youth Participant Name		Age of Participant
Name of Group/Organization		
Activity Name	Activity Date	
Name of Parent/Guardian (print)	Signature of Parent/Guardian	Date (mmm/dd/yyyy)