



# COURSE WAIVER – ADULT

## Acknowledgement of Risk Warranty & Consent in the Province of Ontario in which athletic activities are provided by the Harbourfront Canoe & Kayak Centre

**WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS, READ IT CAREFULLY!**

Every person **MUST** read, understand, complete and sign this Waiver prior to participating in athletic activities.

The following waiver of all claims, release from all liability, assumption of all risks and other terms of this agreement are entered into by **me ("the Participant")** on behalf of myself and for the benefit of: **Harbourfront Canoe & Kayak Centre** (a division of Water Travel Inc.), its owners, employees, volunteers, business operators, agents and site property owners or Occupiers (the "**Organization**"). Occupier is defined in accordance with the definition of Occupiers contained in the Occupiers Liability legislation applicable to the Province in which the Athletic Activities are provided by the Organization. **I understand that this waiver is binding on my Legal Representatives and myself and have agreed to the terms freely and voluntarily.**

### SPECIAL COVID-19 ASSESSMENT

**I, the Participant, assure & warrant to HCKC that:**

- I am not showing any symptoms of COVID-19; ie fever, chills, cough, shortness of breath, sore throat, difficulty swallowing.
- I have not been in close physical contact with anyone who tested positive for COVID-19 in the last 14 days.
- I have not travelled outside of Canada in the last 14 days.
- If I am considered at-risk, I voluntarily choose to participate in this program. (At-risk includes: 70 years or older, compromised immune system, chronic health condition, or regular hospital treatments; ie dialysis, surgery, cancer).
- I am physically, mentally, and emotionally able to participate in this rental program.

1. **Athletic Activities** includes but is not limited to contact and non-contact sports, fitness activities, personal training instruction and activities, use of facilities, and fitness programs and services provided to the Participant by the Organization.
2. I confirm that I have **reached the age of 18** in the province of Ontario in which I am participating in Athletic Activities.
3. I am aware that there **are inherent and significant risks** ("Risks") associated with the participation in Athletic Activities. I am aware those Risks include but are not limited to the **potential for serious personal injury** caused by any event or any condition of the facility or equipment where Athletic Activities are provided by the Organization, and health risks such as transient light-headedness, fainting, abnormal blood pressure, chest discomfort, muscle cramps or soreness, and nausea. I **understand the Risks are relative to my own state of fitness and health (physical, mental and emotional), and to the awareness, care and skill with which I conduct myself while participating in Athletic Activities.**
4. I **freely accept and fully assume all responsibility for all Risks** and possibilities of personal injury, death, property damage or loss resulting from my participation in Athletic Activities. I agree that although the Organization has taken steps to reduce the Risks and increase safety of the Athletic Activities, it is not possible for the Organization to make the Athletic Activities completely safe. I accept these Risks and agree to the terms of this waiver even if the Organization is found to be negligent or in breach of any duty of care or any obligation to me in my participation in Athletic Activities.
5. I acknowledge my obligation to **immediately inform** the nearest employee or others of the Organization **if I feel any pain, discomfort, fatigue or other symptoms that I may suffer during and immediately after my participation** in Athletic Activities. I understand that I may stop participation at any time, and I may be requested to stop by an employee or others of the Organization who observes any symptoms of distress or abnormal response.
6. In addition to consideration given to the Organization for my participation in Athletic Activities, I and my heirs, next of kin, executors, administrators and assigns, (collectively my "**Legal Representatives**"), agree:
  - a) **To waive all claims** that I may have in the future against the Organization;
  - b) **To release & forever discharge the Organization** from all liability for all personal injury, death, property damage, or loss resulting from my participation in the Fitness Activities due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error of judgment of the Organization; and
  - c) **To be liable for and to hold harmless** and indemnify the Organization from all actions, proceedings, claims, damages, costs demands including court costs and costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with my participation in Athletic Activities.
7. I agree that exclusively the laws of Ontario in which the Athletics Activities are provided to me by the Organization govern this waiver and all terms contained within. I hereby irrevocably submit to the exclusive jurisdiction of the courts of Ontario. Any litigation to enforce this waiver must be instituted in Ontario in which the Athletic Activities are provided by the Organization.
8. I give  do not give  the organization **permission to use my photo and/or video taken in this program for advertising or promo needs.**

Participant Name: \_\_\_\_\_

Medical Conditions? \_\_\_\_\_

Participant Signature: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Course Date: \_\_\_\_\_

Emergency Phone #: \_\_\_\_\_