

**SUP the River Ltd WAIVER AND AGREEMENT**

Participant's FIRST Name: \_\_\_\_\_ LAST Name: \_\_\_\_\_

Age (if under 18): \_\_\_\_\_

Yes, add me to your mailing list: \_\_\_\_\_

Can we use your picture/video for marketing and promotion?  Yes  No

Name of EMERGENCY Contact: \_\_\_\_\_

EMERGENCY Contact #: \_\_\_\_\_

**I understand that stand up paddleboarding can be dangerous and that I (or my child) could be seriously hurt or killed. I voluntarily and freely assume all risks that arise from my (or my child's) participation. I waive any rights that I might have in the future to claim against or sue SUP the River Ltd. for any damages or costs resulting from my (or my child's) participation. I AGREE: \_\_\_\_\_ (initial here)**

**I/WE UNDERSTAND AND AGREE** that there is risk for injury arising from participation in stand up paddleboarding; that bruises, scrapes, scratches and soreness are commonplace and most participants will encounter this sort of minor injury from time to time; that more serious injuries are possible, including sprains, strains, twists, cramps, and injuries of similar magnitude; that the possibility of very serious injury exists, which could result in fractured or broken bones, torn ligaments, crippling or death; and that the risk of injury may arise from a variety of sources including but not limited to terrain, water, equipment, temperature, weather, condition and activities of participant, boaters and other users of the water.

**I/WE HERBY ASSUME ALL RISKS** associated with participation in any event hosted or sponsored by SUP the River Ltd. including training, instruction, use of stand up paddleboard, paddle and safety equipment, and all other activities associated with stand up paddleboarding and other activities taking place or carried out on land or on water.

**I/WE HEREBY WAIVE ANY RIGHTS** that might accrue to me or to anyone on whose behalf I am signing this Waiver, including a child either by virtue of common law, the Occupiers' Liability Act (Ontario) or any other statute in force from time to time, to sue for damages sustained: a) as a result of injury sustained offsite or at the location used by Sup the River Ltd.; b) during my participation in any event offsite or at the location used by Sup the River Ltd.; and, c) as a result of the use of any equipment belonging to SUP the River Ltd., whether or not the injury arises as a result of the negligence of SUP the River Ltd. its employees, agents or volunteer participants. In the event of an injury, SUP the River Ltd. will take all reasonable steps to contact the EMERGENCY Contact indicated above. In the event that SUP

the River Ltd. is unable to contact the EMERGENCY Contact in respect of a Participant who is under the age of 16 years, the undersigned parent/guardian authorizes SUP the River Ltd. to contact such medical emergency personnel as SUP the River Ltd. may think necessary.

**I/WE FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS** SUP the River Ltd. from any claims made by or through me by third parties against SUP the River Ltd. including without limitation claims made in the name of my child.

**I FURTHER WARRANT THAT**, if I am signing this waiver on behalf of a child under the age of 18 years, I am a parent or legal guardian of such child and am legally entitled to sign such waiver.

**I/WE FURTHER ACKNOWLEDGE** that events may be photographed and filmed and if the "Yes" box is checked above, **I/we CONSENT** to the use of any picture(s) or video(s) for the purpose of normal publicity and promotion of SUP the River Ltd. as well as for news related publications, without charge. **I AGREE** that SUP the River Ltd. will charge my credit card for lost or damaged equipment.

**I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN OR PERSONAL ADMINISTRATORS MAY HAVE NOW OR HAVE IN THE FUTURE.**

Participant's Name (please PRINT) \_\_\_\_\_

Participant's Date of Birth \_\_\_\_\_

Parent's Name, if Participant is under 18 (please PRINT) \_\_\_\_\_

Participant's Signature \_\_\_\_\_

Parent's Signature, if Participant is under 18 \_\_\_\_\_

Date \_\_\_\_\_

**A PARENT OR GUARDIAN MUST SIGN THIS IF YOU ARE UNDER 18 YEARS OF AGE. Provision of false information or signature releases said parties from any and all liabilities, loss, cost, claim or damage whatsoever**