





# Yorkton Canoe Kayak Club WAIVER AND RELEASE OF LIABILITY

By signing this document, you will waive certain legal rights, including the right to sue.  
**PLEASE READ CAREFULLY**

## **Awareness and Assumption of Risk**

I am aware that canoeing and kayaking involve risks, including risk of personal injury, death, property damage, expense and related loss, including loss of income. Included in these risks are negligence on the part of Yorkton Canoe Kayak Club, its directors, officers, officials, and volunteers, other participants and owners of the facilities where the activities occur (referred to hereafter as, "YCKC"). Description of risks includes, but is not limited to:

1. Drowning, falling out of kayak/canoe into the water, or being knocked unconscious in the water;
2. Injuries resulting from participant's physical body hitting kayak/canoe, or being hit by another paddler;
3. Extremes in weather or temperature which may result in hypothermia;
4. Hazards related to travel in and on lake;
5. Remoteness of location with poor communication and inability to receive rescue or medical assistance quickly or easily;
6. Unfamiliar area where participant may become lost or separated from rest of group;
7. Failure to follow directions from coach(es) or those in charge;
8. Failure to wear approved personal flotation device, and/or failure to safely use equipment and tools, as required.

## **INDEMNIFICATION AND RELEASE OF LIABILITY**

In consideration of YCKC accepting my application to participate in this activity, I agree:

1. TO REMOVE MYSELF FROM PARTICIPATION AND BRING TO THE ATTENTION OF THE NEAREST OFFICIAL any unusual significant hazard during my presence or participation;
2. TO ASSUME AND ACCEPT ALL RISKS arising out of, associated with or related to my participation in YCKC's programs and activities, even though such risks may have been caused by the negligence of YCKC;
3. TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS, OR DAMAGE which I may sustain while participating in YCKC's programs and activities;
4. TO INDEMNIFY AND HOLD HARMLESS YCKC from any and all claims, demands, actions, and costs, which might arise out of my participation in YCKC programs and activities, even though such claims, demands, actions, and costs may have been caused by the negligence of YCKC;
5. TO WAIVE ANY AND ALL CLAIMS that I may have in future against YCKC, that is binding on not only myself but also my next of kin, heirs, executors, administrators and assigns.

**I HAVE READ THIS AGREEMENT AND UNDERSTAND IT. I AM AWARE THAT BY SIGNING THIS DOCUMENT I AM WAIVING CERTAIN RIGHTS, WHICH I OR MY NEXT OF KIN, HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST YCKC AND OTHERS.**

**DATE:** \_\_\_\_\_

**APPLICANT:** \_\_\_\_\_  
(Please print) Applicant's Signature

**PARENT/GUARDIAN:** (Please print) \_\_\_\_\_  
If Applicant is under age 18 Signature

**WITNESS:** (Please print) \_\_\_\_\_  
Signature of Witness