

## **Kingston Canoe and Kayak Fishing Club Waiver and Release of Liability Form:**

For consideration of participation in the 2023 Kingston Canoe and Kayak Fishing Club's 2023 Online fishing derbys:

I, \_\_\_\_\_, state that I am 18 years of age or older and waive and release the Kingston Canoe Kayak Fishing club, its employees, representatives, volunteers, supervisors, participants, all city and provincial governments, all sponsors, their representatives and successors (collectively, the "Releasees"), from any and all claims, liabilities, or cause of actions arising out of an injury to me from my participation or attendance in this event.

### **Inherent and Potential Risks**

I understand that fishing derbys involve strenuous physical activity associated with kayak fishing. I understand that physical activity, by nature, carries risks. I assume all risks associated with participating in the 2023 Kingston Canoe and Kayak Fishing Club's Online fishing derbys relating to the risk of strenuous physical activity. I acknowledge that I may incur minor injuries, major injuries, and catastrophic injuries including paralysis and death. I assume risks from contact with other participants, negligent or wanton acts of other participants, failure of other participants and non-participants from observing the guidelines of the fishing derby, any defects of conditions of premises (including high or low water levels and rough waters), and the effects of weather including high heat, thunderstorms, lightning, precipitation, cold temperatures, high winds, and/or humidity.

I agree to dress myself appropriately as to mitigate risk of physical injury to myself including, but not limited to, wearing shoes appropriate for strenuous physical activity involved in the fishing derby; and dressing according to the weather.

I agree that the Releasees are not responsible for any personal items or property lost or stolen before, during, or after the fishing derby.

### **Medical Evaluation**

I attest that I am medically and physically able to participate in the fishing derby. If I experience any doubt as to my ability to successfully and safely participate in and/or complete the fishing derby, I take full responsibility for consulting a physician. I attest that if I am pregnant, disabled in any way, or have recently suffered an illness, injury, or impairment, I should have or did consult a physician prior to participating in any 2023 Kingston Canoe and Kayak Fishing Club online event.

I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me as medical professionals may deem appropriate. This Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency, including, but not limited to, negligence emergency rescue operations.

### **Voluntary Participation**

I am fully aware of the risks connected with participation in the 2023 Kingston Canoe and Kayak Fishing Club online events, whether specifically listed in this Release or not, and I voluntarily elect to participate in the fishing derby knowing that this participation involves these risks.

### **Assumption of Risk, Waiver of Liability, Release, and Covenant Not to Sue**

In consideration for being permitted to participate in the 2023 Kingston Canoe and Kayak Fishing Club Online

Events, I voluntarily agree for myself, my family, heirs, assigns, executors, and administrators to the following:

1. TO ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, OR PERSONAL INJURY, INCLUDING DEATH that may be sustained by me, or any loss or damage to property owned by me, as a result of participating in the 2023 Kingston Canoe and Kayak Fishing Club's Charity Tournament for Soldier On.

2. TO RELEASE, WAIVE, HOLD HARMLESS, DISCHARGE, AND COVENANT NOT TO SUE the Releasees from any and all liability, claims, actions, demands, expenses, attorney fees, breach of contract actions, breach of statutory duty or other duty of care, warranty, strict liability actions, and causes of action whatsoever, that I might have or may acquire in the future, arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in the fishing derby including, but not limited to, any claim that the act or omission complained of was in whole or in part by the negligence or carelessness of the Releasees.

### **Acknowledgment and Compliance with Rules**

I agree to observe and obey all rules and safety procedures that accompany the Fishing Tournaments and to abide by any decision of an event official relative to my ability to safely compete in the event. I agree to exhibit appropriate behavior at all times and to obey all laws. Kingston Canoe and Kayak Fishing Club and event officials may dismiss me, without refund, should my behavior endanger the safety of or negatively affect an event, person, facility, or property of any kind.

I understand and agree to wear at all times a Canadian Coast Guard Approved Personal Flotation Device (PFD) in accordance with Coast Guard Regulations. I understand that if I remove my PFD at any time while on the water I will be automatically disqualified without a refund.

### **Severability**

I agree that if any portion of this Release is deemed to be invalid, the remainder of the Release will still be binding and enforceable.

### **Photography Release**

I hereby grant full permission to Kingston Canoe and Kayak Fishing Club, staff and/or event sponsors to use, reuse, reproduce, publish, or republish any photographs, motion pictures, recordings, or any other record of my participation in this event, in any medium now known or hereafter developed, alone or in conjunction with other material, without restriction as to changes or alterations, as well as to use my name, voice, likeness, and/or other indicia of identity, for editorial, educational, promotional, advertising, and commercial purposes, including without limitation in connection with the solicitation of contributions and the furtherance of the objectives of the Kingston Canoe and Kayak Fishing Club. Further, I relinquish all rights, title, and interest in any and all photographs, motion pictures, recordings, or other records of the fishing derby I may take or capture to the Kingston Canoe and Kayak Fishing Club.

I acknowledge and represent that I have carefully read and understand all terms of this Release and Waiver of Liability.

Signature: