



**RELEASE FROM LIABILITY AND ASSUMPTION OF RISKS
FOR RACE/EVENT NAME: Sydenham River Canoe and Kayak Race**

RACE ORGANIZERS – St. Clair Region Conservation Authority and the St. Clair Region Conservation Foundation (hereafter referred to as the “Organizer”).

- 1) I acknowledge that the activities involve risk, dangers and hazards inherent in canoeing, kayaking and associated outdoor water sports (the Inherent Risk). And further acknowledge that in addition to the inherent risk the Activities involve certain additional risks, dangers, and hazards, some of which may include (but are not limited to): physical exertion for which I may not be prepared; weather extremes, including sudden and unexpected changes, dangerous water conditions, including cold water and movement, waves, currents, rapids and white water, collision with natural and man-made objects, including rocks and other boats, and equipment malfunction or failure (collectively the Additional Risks).
- 2) I acknowledge that the enjoyment and excitement of my participation in the activities is derived, in part from the Inherent Risk and the Additional Risks and I agree to freely accept and fully assume all risk of personal injury, death, property damage or loss, resulting from any cause whatsoever, including but not limited to the Inherent Risk and the Additional Risks and active or passive negligence, imprudence, lack of skill, error of judgment, breach of contract or breach of statutory duty of care on the part of the Organizer or the Ontario Marathon Canoe and Kayak Racing Association (OMCKRA). For greater certainty and without limiting the foregoing, I acknowledge that I use the equipment and facilities of the Organizer and OMCKRA with understanding of the nature, condition and state thereof and entirely at my own risk and acknowledge that I am solely responsible for the safety of my person and property and that the Organizer and OMCKRA assume no responsibility whatsoever for the safety of my person or property in connection with the Activities.
- 3) I waive any and all claims I may now and in the future have against and release and forever discharge from liability and agree not to sue the Organizer and/or OMCKRA for any personal injury, death, property damage or loss sustained by me as a result of my participation in the Activities due to any cause whatsoever, including but not limited active or passive negligence, imprudence, lack of skill, error of judgment, breach of contract, or breach of statutory duty of care on the part of the Organizer or OMCKRA.
- 4) I agree to save harmless and indemnify the Organizer and OMCKRA from and against any and all liability for any personal injury, death, property damage or loss to any third party, resulting from my participation in the Activities or in the operation of the Organizer.
- 5) I agree that I am responsible for all costs of rescue or medical attention rendered to me or for my benefit, arising from the Activities and I agree to indemnify the Organizer and OMCKRA from any and all liability in respect of any and all such costs.
- 6) I acknowledge that in signing this waiver and release I am not relying on any oral, written or visual representations or statements made by the Organizer or OMCKRA.
- 7) I agree that this Waiver and Release shall in all respects be governed by and interpreted in accordance with the laws of the province of Ontario.

**PARTICIPANT 1: 8) I confirm that I have read and understood this Waiver and Release prior to signing (Initials _____) it and agree that this instrument will be binding upon my heirs, next of kin, executors, administrators, successors and assigns.
I confirm that I am of the full age of 19 years and I have read this Waiver and Release, understood its contents and accept its terms.**

Signature of Participant

Printed Name

Date

**** If above Signed Participant(s) is not of the full age of 19 years Approval of Parent or Legal Guardian is required - USE BACK IF NEEDED****

I have read the above waiver of Claims and release of liability that has been signed by:

(Please print name of minor) and as a parent or other legal guardian of said minor, I agree to said minor’s signing of the above Waiver and Release and approve of said minor’s participation in the Activities described above.

Signature of Parent or Guardian

Printed Name

Date

OMCKRA and OMCRA are the same organization. To become a member of OMCKRA, please sign up at www.omckra.ca

Participant Information

Address _____

City _____ **Province** _____ **Postal Code** _____

Email Address _____

Rowan's Law

The Ontario Government has enacted Rowan's Law (Concussion Safety), 2018, S.O. 2018, c. 1 ("Act"). Ontario Regulation 161/19. The Act requires all sport organizations as defined in the Regulation to have a Concussion Code of Conduct. This Concussion Code of Conduct must require participants, as set out in the Act, to review the Ontario Government's issued Concussion Awareness Resources on an annual basis. A participant is subject to a Concussion Code of Conduct for each Sports Organization a participant registers with.

The SCRC Concussion Code of Conduct and the appropriate Concussion Awareness Resources must be reviewed before you can register/participate in the Sydenham River Canoe Race.

- <https://files.ontario.ca/mtcs-rowans-law-booklet-ages-10-and-under-en-2019-05.pdf>
- <https://files.ontario.ca/mtcs-rowans-law-booklet-ages-11-to-14-en-2019-05.pdf>
- <https://files.ontario.ca/mtcs-rowans-law-booklet-ages-15-and-up-en-2019-05.pdf>

I, _____ (first name) _____ (last name) _____
(birth date _____ yyyy/mm/dd) confirm that I have reviewed the appropriate Concussion Awareness Resources.

Signature: _____ Date: _____

If the participant above is under the age of the 18, then the parent of that participant must also sign the Acknowledgement set out below.

I, _____ (print name of parent if above signatory is under 18) confirm that I have reviewed the appropriate Concussion Awareness Resources.

Signature: _____ Date: _____

St. Clair Region Conservation Authority (SCRC) Photo Release Form

I authorize the St. Clair Region Conservation Authority, as well as any of its representatives and employees the right to capture images of me and/or my child through video, photo, and digital camera. I understand that these images may be used by the SCRC for the sole purpose of promotional materials and publications including, but not limited to printed documents, online publications, presentations, websites. and social media. I waive any rights of compensation or ownership thereto.

Name: _____

Signature: _____

Name of Parent/Guardian (if participant is under the age of 18): _____

Signature of Parent/Guardian (if participant is under the age of 18): _____