

PLAIN LANGUAGE WAIVER
Between: Cabin Fever Kayak (906 County Road 13, Milford ON)

And: Undersigned

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.

It is important to understand that by signing this agreement, you give up the right to sue for any injury or damages howsoever caused.

TO: **Cabin Fever Kayak** (“the Company”) and its directors, officers, employees, representatives and agents (collectively called the “Agents”).

I, the **Undersigned**, hereby do sign this agreement on behalf of myself, my personal representatives, heirs and assigns.

1. I agree that as a precondition to my participation in all events organized by “the Company” and/or “the Agents” including but not limited to: **canoeing, kayaking, paddle boarding, and other outdoor activities** (collectively referred to as the “Activities”) and in further consideration of “the Company” allowing me to do so, that I will be strictly bound by the terms of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement (“the Agreement”).

I acknowledge that “the Activities” involve inherent risks and dangers that may cause serious injury and possible death to participants.

I fully understand the risks and dangers associated with my participation in “the Activities” and accept the same entirely at my own risk.

I hereby waive any and all claims which I may have against “the Company” and “the Agents” and release “the Company” and “the Agents” from all liability for injury, death, property damage or any other loss sustained by me as a result of my participation in “the Activities”, due to any cause what so ever, including negligence, breach of contract, or breach of any statutory or other duty of care by “the Company” and/or “the Agents”. We also accept no responsibility for lost or damaged keys, phones or cameras.

I understand that “the Agreement” limits the liability of “the Agents” to the same extent as it limits the liability of “the Company”, even though “the Agents” are not formal parties to “the Agreement”. You must return the canoe, kayak, or paddle board and all equipment to us. If you lose or take it, you must cover the replacement cost in full.

I AM EIGHTEEN YEARS OF AGE OR OLDER, AND I HAVE READ AND UNDERSTAND “THE AGREEMENT”. I UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO SUE “THE COMPANY” AND/OR “AGENTS” AND THAT IT CONSTITUTES A RELEASE OF LIABILITY AND AN INDEMNITY FOR ALL CLAIMS. IF I AM THE PARENT AND/OR GUARDIAN OF THE PARTICIPANT I HAVE READ AND UNDERSTAND AND EXECUTE “THE AGREEMENT” ON BEHALF OF THE CHILD/WARD.

WITNESS

your signature

SIGNATURE PARTICIPANT OR PARENT/GUARDIAN

DATE

your printed name

PRINT

NAME *(list of under 18 participants)*

PRINT NAME OF CHILD/WARD

CONTACT TRACING & EMERGENCY

PHONE NUMBER: _____ ADDRESS: _____
