

**BRANT PEDALERS AND PADDLERS WAIVER OF LIABILITY, INDEMNITY, ASSUMPTION OF RISK AND PHOTO/VIDEO CONSENT AGREEMENT**

**NOTE: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS INCLUDING THE RIGHT TO SUE.**

**In consideration for the opportunity to participate in any kayaking, canoeing, or stand-up paddleboarding course, training or any related activity (“paddlesports”), and in any biking or hiking or any related activity (“dryland sports”) I hereby agree, acknowledge, and appreciate that:**

- \_\_\_\_\_  
Init. 1. **I assume all risk and release and hold harmless** Brant Pedalers and Paddlers, Brant Pedalers and Paddlers Instructors and their officers, directors, employees, representatives, agents, volunteers, premises and vessels (collectively, the “**Releasees**”) from any legal claims, demands, debts, law suits or causes of action that I, my estate, heirs, survivors, executors, or assigns may have had in the past, have now or may have in the future for any and all injury, disability, death, loss or damage to person or property, howsoever caused, including but not limited to the risks described in paragraphs 3 to 6 of this Agreement, or by negligence or gross negligence.
- \_\_\_\_\_  
Init. 2. I hereby give permission to the Releasees, or parties designated by the Releasees, to photograph/video me and use such photograph(s)/video(s) in all forms of media, for any and all promotional purposes including advertising, display, audiovisual, exhibition or editorial use. I understand that I will not receive any payments for my time or royalties for the use of image.
- \_\_\_\_\_  
Init. 3. By entering into this Agreement, I am not relying on any oral or written representations made by the Releasees, other than what is set-out in this Agreement. This Agreement is the entire agreement on liability between the Releasees and the signing party (“**Releasor**”). No other terms may be incorporated into this Agreement. If any provision of the Agreement is found to be unenforceable, the remaining terms shall be enforceable. Litigation arising from this Agreement will be commenced in the province/territory that the activity was undertaken in.

**Hazards and risks associated with paddlesports, dryland sports and Brant Pedalers and Paddlers courses:**

- 4. Risk of injury from the activity and equipment utilized in paddlesports, swimming, and related land or water activities is significant and includes the potential for broken bones, drowning, injuries related to exposure to natural elements, contagions and man-made pollutants, severe injuries to the head, neck, and back, or other bodily injuries that may result in permanent disability or death.
- 5. Potential causes of injury include, but are not limited to: rolling over or sinking of a vessel, whether intentional or unintentional; water hydraulics, rapids, currents, swells, waves, water/wetness, debris, cold weather, lightning and natural forces, camping, animal attacks, portaging or other similar activities, my own negligence or the negligence of others including that of the Releases, including instructor decision making, misjudgments of terrain, rapids, weather or route choice.
- 6. I understand that the description of potential risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.
- 7. I affirm that I am aware of the nature of the activity, its length, duration and degree of difficulty and that I am properly equipped and physically able to participate.

I confirm that I have had sufficient time to read and understand this waiver in its entirety, and have agreed to the terms freely and voluntarily without inducement. I understand that this waiver is binding on me, my heirs or assigns, and my legal representatives.

_____ Participant Name	_____ Signature	_____ Date (D/M/Y)	
_____ City/Town	_____ Address	_____ Postal Code	_____ Province
_____ Email	_____ Telephone	_____ Witness	

**If you have relevant medical issues, please describe them on the back of this page and inform your instructor.**