

TORONTO ISLAND SUP INC. WAIVER AND AGREEMENT

Participant's FIRST Name: _____ LAST Name: _____ Age (if under 18): _____

Yes, add me to your mailing list: _____ Can we use your picture/video for marketing and promotion?
Email: _____ Yes No

Name of EMERGENCY Contact: _____ EMERGENCY Contact #: _____

I/WE ACKNOWLEDGE AND AGREE that engaging in activities such as kayaking, stand-up paddleboarding, canoeing, bicycling, in-line skating, and other adventure-related pursuits involves inherent risks. These risks include, but are not limited to, the potential for significant personal injury or death. I/WE FREELY AND VOLUNTARILY ASSUME all such risks arising from my (or my child's) participation in these activities. Furthermore, I/WE HEREBY WAIVE AND RELEASE any and all rights or claims that I/we or my/our child may have now or in the future to pursue legal action against Toronto Island SUP Inc., its officers, employees, agents, or volunteers for damages, costs, or liabilities arising from my (or my child's) participation in these activities.
I AGREE: _____ (initial here)

I/WE ACKNOWLEDGE AND AGREE that participation in activities including but not limited to kayaking, stand-up paddleboarding, canoeing, bicycling, and in-line skating involves inherent risks of injury, ranging from minor injuries such as bruises, scrapes, scratches, and soreness, which are common, to more serious injuries including but not limited to sprains, strains, twists, cramps, fractures, broken bones, torn ligaments, or even permanent disability or death. Such risks may arise from various factors, including but not limited to environmental conditions (terrain, water, weather, and temperature), the use and condition of equipment, and the actions of participants, boaters, and other users of the waterways, roads or activity areas. **I AGREE: _____**

I/WE HEREBY ASSUME ALL RISKS AND RESPONSIBILITIES associated with participation in any event or activity hosted or sponsored by Toronto Island SUP Inc., including but not limited to the use, training, instruction, and storage of equipment such as stand-up paddleboards, kayaks, canoes, bicycles, in-line skates, paddles, helmets, and other safety equipment. This assumption of risk extends to all activities related to stand-up paddleboarding, kayaking, canoeing, bicycle riding, in-line skating, and any other adventure-related or recreational activities conducted on land or water, regardless of the location or conditions of such activities. **I AGREE: _____**

I/WE HEREBY WAIVE ANY RIGHTS that might accrue to me or to anyone on whose behalf I am signing this Waiver, including a child either by virtue of common law, the *Occupiers' Liability Act* (Ontario) or any other statute in force from time to time, to sue for damages sustained: a) as a result of injury sustained offsite or at the locations used by Toronto Island SUP Inc.; b) during my participation in any event offsite or at the locations used by Toronto Island SUP Inc.; and, c) as a result of the use of any equipment belonging to Toronto Island SUP Inc., whether or not the injury arises as a result of the negligence of Toronto Island SUP Inc., its employees, agents or volunteer participants. In the event of an injury, Toronto Island SUP Inc. will take all reasonable steps to contact the EMERGENCY Contact indicated above. In the event that Toronto Island SUP Inc. is unable to contact the EMERGENCY Contact in respect of a Participant who is under the age of 18 years, the undersigned parent/guardian authorizes Toronto Island SUP Inc. to contact such medical emergency personnel as Toronto Island SUP Inc. may think necessary. **I AGREE: _____**

I/WE FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS Toronto Island SUP Inc. from any claims made by or through me by third parties against Toronto Island SUP Inc. including without limitation claims made in the name of my child. **I AGREE: _____**

I FURTHER WARRANT THAT, if I am signing this waiver on behalf of a child under the age of 18 years, I am a parent or legal guardian of such child and am legally entitled to sign such waiver. **I AGREE: _____** (initial if signing for a child under the age of 18 years)

I/WE FURTHER ACKNOWLEDGE that events may be photographed and filmed and if the "Yes" box is checked above, I/we **CONSENT** to the use of any picture(s) or video(s) for the purpose of normal publicity and promotion of Toronto Island SUP Inc. as well as for news related publications, without charge.

I AGREE that Toronto Island SUP Inc. will charge my credit card for lost or damaged equipment. **I AGREE: _____**

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN OR PERSONAL ADMINISTRATORS MAY HAVE NOW OR HAVE IN THE FUTURE.

Participant's Name (please PRINT)

Parent's Name, if Participant is under 18 (please PRINT)

Participant's Signature

Parent's Signature, if Participant is under 18

Date

A PARENT OR GUARDIAN MUST SIGN THIS IF YOU ARE UNDER 18 YEARS OF AGE.
Provision of false information or signature releases said parties from any and all liabilities, loss, cost, claim or damage whatsoever