



# KAYAK FOUNDATIONS CLINIC

## REGISTRATION & WAIVER FORM

**Registrant's Name:** \_\_\_\_\_ **Age** \_\_\_\_\_ **Birth date** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Postal Code:** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_ **Work Phone:** \_\_\_\_\_

**Paddling Experience:** \_\_\_\_\_

I am bringing my own gear: Y / N      If yes, please list: \_\_\_\_\_

*Note: all paddling and safety equipment is provided, but you are welcome to bring your own gear if you want practice with it.*

### Emergency Contact Information – Alternate Pickup/Release

**First Name:** \_\_\_\_\_ **Last Name:** \_\_\_\_\_ **Relation:** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_ **Work Phone:** \_\_\_\_\_

### Medical Information

**BC Care Card#:** \_\_\_\_\_

**Other Health Insurance Provider(s):** \_\_\_\_\_

**Physician Name:** \_\_\_\_\_ **Clinic Phone:** \_\_\_\_\_

**Clinic Address:** \_\_\_\_\_

Please list any medical condition(s) that may affect your ability to participate in this course:

Medical Condition	Required Treatments	Should paramedic be called? Y/N

Please list any prescription medication(s) you are taking: \_\_\_\_\_

\_\_\_\_\_

Please list any allergies you have: \_\_\_\_\_

\_\_\_\_\_

Please list any other medical information that we should be aware of: \_\_\_\_\_

\_\_\_\_\_

*The purpose of the above listed information is to ensure that medical personnel have details of any medical problem which may interfere with or alter treatment. Medical information will only be used for the purpose of helping your child.*

NOTES:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **Terms of Agreement**

In this Release Agreement, the term "Releasees" will refer to Skeena Kayaking, Seahorse Trading (dba Skeena Kayaking), it's owners, directors, officers, employees, guides, assistant guides, instructors, volunteers, agents, independent contractors, subcontractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as "the Releasees").

In this Release Agreement, the term "Negligence" includes the failure by the Releasees to use such care as a reasonably prudent and careful guide, instructor, driver, server or host would use under similar circumstances, or breach of any other duty of care imposed by law.

In this Release Agreement, the term "wilderness activities" shall refer to all activities related to services provided by the Releasees including but not limited to: paddlesports, flatwater kayaking, whitewater kayaking, sea kayaking, stand up paddleboarding, canoeing, swimming, boating, fishing, watersports, river crossings, swiftwater rescue, hiking, touring, expeditions, and all activities, services, and use of facilities either provided, arranged, or organized by the Releasees including orientation and instructional sessions, transportation, accommodation, food and beverage supply, and water supply, and camping or overnight stays in the outdoors.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

(hereinafter the "Release Agreement")

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE OCCUPIERS LIABILITY ACT OR TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT.**

**PLEASE READ CAREFULLY!**

This Release Agreement Shall Apply to All Future Participation in Wilderness Activities

Signature of Client/Student

**I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH WILDERNESS ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, AND HAZARDS, AND I FREELY ACCEPT AND FULLY ASSUME ALL RISKS ASSOCIATED WITH THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR LOSS RESULTING THEREFROM.**

**I UNDERSTAND THAT THE RELEASEES PROVIDING ANY SERVICES TO ME, INCLUDING ANY SERVICES RELATED TO WILDERNESS ACTIVITIES, IS CONDITIONAL TO ME ENTERING THIS RELEASE AGREEMENT.**

**NON-SCHEDULED OR EMERGENCY EVACUATION, RESCUE OR FIRST AID**

I acknowledge and agree that all expenses associated with non-scheduled or emergency evacuation, rescue, or first aid will be my responsibility and will not be covered by the Releasees.

**PERSONAL PROPERTY**

The Releasees are not responsible for lost or damaged personal property.

**PHOTO RELEASE**

I understand that I may be photographed during the course/program and that the photos may be used to share in presentations, reports, and/or for promotional purposes including flyers, brochures, newspapers and social media. I understand that my identity will not be disclosed; I do not expect compensation, and that all photos are the property of Skeena Kayaking.

**WILDERNESS ACTIVITIES & ASSOCIATED RISKS**

While it is understood that participants will be supervised and that reasonable safety precautions will be taken, I am aware that participation in wilderness activities involves many risks, dangers and hazards, including but not limited to:

Drowning, hypothermia, cold water exposure; whitewater, re-circulating holes, rogue waves, rocks, ledges, undercuts, sweepers, dams, waterfalls, open-water crossings; surf, waves, rip tides, overflows, undercurrents, surf impact, whirlpools, entrapment by trees, logs, rocks or equipment; impact by other boats and boaters which may be caused by but not limited to natural forces or boaters

Encounters with dangerous or poisonous flora and fauna, such as: bear, wolf, crab, fish, bugs or other wildlife attacks/interactions

Exposure to steep, rough, and irregular terrain, loss of balance, slips, trips, and falls, which may be caused by natural forces, my own actions, or other persons

Equipment failure; impact or collision with other persons; negligence of other persons; the failure to participate in wilderness activities within one's own ability or within designated areas; human error

Becoming lost or separated from one's party or guide

Violent, extreme, and unpredictable weather including strong winds, hot sun, heavy rain, lightning,

**REFUNDS & CHANGES TO SCHEDULE**

All scheduled events are subject to change. I understand that no fees will be refunded or transferred unless I am unable to participate due to an accident or illness per physician orders.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the Releasees allowing me to participate in wilderness activities I hereby agree as follows:

**1. TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the Releasees and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer as a result of my participation in wilderness activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER ANY APPLICABLE OCCUPIER'S LIABILITY LEGISLATION ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN WILDERNESS ACTIVITIES;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage, personal injury, or other damages to any third party resulting from my participation in wilderness activities;

3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;

4. This Release Agreement and any rights, duties, and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the province where the wilderness activities take place and no other jurisdiction; and

5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province where the wilderness activities take place and shall be within the exclusive jurisdiction of the Courts of that province. In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of wilderness activities, other than what is set forth in this Release Agreement.

**I CONFIRM THAT I HAVE READ THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

**I ACKNOWLEDGE THAT THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN WILDERNESS ACTIVITIES**

Witness Signature
Please Print Name of Witness

Signature of Client/Student
Date
Signature of Parent/Guardian if under age 18