

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 understand that stand up paddleboarding can be dangerous and that I (or my child) could be seriously hurt or killed. I voluntarily and freely assume all risks that arise from my (or my child's) participation. I waive any rights that I might have in the future to claim against or sue Toronto Island SUP Inc. for any damages or costs resulting from my (or my child's) participation.
I AGREE: _____ (initial here)**

I/WE UNDERSTAND AND AGREE that there is risk for injury arising from participation in stand up paddleboarding; that bruises, scrapes, scratches and soreness are commonplace and most participants will encounter this sort of minor injury from time to time; that more serious injuries are possible, including sprains, strains, twists, cramps, and injuries of similar magnitude; that the possibility of very serious injury exists, which could result in fractured or broken bones, torn ligaments, crippling or death; and that the risk of injury may arise from a variety of sources including but not limited to terrain, water, equipment, temperature, weather, condition and activities of participant, boaters and other users of the water. **I AGREE:** _____

I/WE HERBY ASSUME ALL RISKS associated with participation in any event hosted or sponsored by Toronto Island SUP Inc. including training, instruction, use of stand up paddleboard, paddle and safety equipment, and all other activities associated with stand up paddleboarding and other activities taking place or carried out on land or on water. **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 location used by Toronto Island SUP Inc.; b) during my participation in any event offsite or at the location 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**