

Sunnyside Paddling Club

2019 RELEASE & INDEMNITY



ALL PERSONS PARTICIPATING IN PRACTICES, TRAINING, INSTRUCTION OR RACES ORGANIZED OR PROVIDED BY SPC ARE REQUIRED TO READ AND COMPLETE THIS FORM

In consideration for receiving permission to participate in the practices, training, instruction and races organized or provided by Sunnyside Paddling Club ("SPC") and to enter the premises, waterways and grounds supervised or in any way controlled by SPC or the City of Toronto (the "City"), the receipt of said permission being hereby acknowledged, I do hereby forever release any and all liability and agree not to sue SPC, the City or any of their respective licensors, suppliers, sponsors, directors, members, trustees, agents, authorized representatives, officers, servants, volunteers, contractors and employees (collectively, the "Released Parties") for, and agree to hold and save them harmless and indemnify the Released Parties from and against, any and all liabilities, claims, injuries (including death), losses, damages, costs, expenses, demands, actions and causes of action of whatsoever kind or nature arising out of or related thereto that may be sustained by me for whatever reason while so participating in any such activities organized or provided by SPC or entering the premises, waterways or grounds supervised or in any way controlled by any of the Released Parties.

I hereby indemnify each of the Released Parties from each and every obligation or claim which may be made, assigned or apportioned against any of them by any person by virtue of any injury or damages caused by me or to me absolutely.

I and my next-of-kin am/are aware of the risks and hazards inherent in both the sport of paddling and entering the premises used for the purpose of launching, docking and storing equipment used in the sport of paddling and specifically in participating in the activities organized or provided by SPC, knowing that conditions may be hazardous and dangerous, that high winds may cause rough water, and that obstruction may exist, and that I voluntarily assume all risks of loss, damage or injury (including death) that may be sustained by me or to any property in or upon such premises or engaged in said event.

I confirm that: (i) I am responsible for my own safety at all times while engaged in activities organized or provided by SPC or upon the premises, waterways and grounds supervised or in any way controlled by SPC or the City; and (ii) I am a competent swimmer.

I CONSENT TO THE COLLECTION, USE, DISCLOSURE AND STORAGE OF MY PERSONAL INFORMATION BY SPC IN ORDER TO PERMIT THE ONGOING OPERATIONS OF SPC FOR THE FOLLOWING PURPOSES: REPORTING TO ANY ASSOCIATION OR BODY GOVERNING SPC OR OF WHICH SPC IS A MEMBER TO THE EXTENT SUCH INFORMATION IS REQUIRED TO BE REPORTED TO SUCH ASSOCIATION OR BODY; AS REQUIRED BY LAW; IN CONNECTION WITH ANY OUTSOURCING OF INFORMATION TO THIRD PARTY SUPPLIERS OF INFORMATION PROCESSING SERVICES; IN CONNECTION WITH OBTAINING INSURANCE; AS REQUIRED OR PERMITTED UNDER THE PERSONAL INFORMATION PROTECTION AND ELECTRONIC DOCUMENTS ACT (CANADA); AND TO OTHERWISE FACILITATE COMMUNICATIONS BETWEEN ME AND SPC.

I agree to properly wear, at all times while participating in the activities organized or provided by SPC, approved safety equipment, including an approved floatation device, life preserver or life-jacket.

I agree that any photo (whether electronic, digital or otherwise) taken of me or in which I may appear may be used by SPC for any purpose, including publicity and commercial exploitation, without compensation to me, and this constitutes my consent to such use.

I hereby acknowledge and represent that I have read and understand this release and indemnity and agree to it voluntarily, that I am 18 years of age or older and of sound mind, or being less than 18 years of age, have co-signed with a parent or legal guardian, as the case may be.

I recognized and agree that I am not allowed to participate in any of the activities noted above unless I sign this Release and Waiver and therefore I am receiving a benefit for signing this Release and Waiver and it is binding on me. This Release and Indemnity is also binding on my heirs, estate trustees and other personal representatives.

First and Last Name (PLEASE PRINT):

Team Name (PLEASE PRINT):

Telephone No.: Email Address:

Address:

Do you have a medical condition of which emergency personnel should be aware? (PLEASE CIRCLE) **NO / YES**

If "YES", please provide details:

Signature: Date:

Emergency Contact: Telephone No.: