

# OUTDOOR RECREATION AND KAYAKING ADVENTURES INC.

## ACKNOWLEDGEMENT, WAIVER, RELEASE AND INDEMNITY

Outdoor Recreation and Kayaking Adventures Inc. (hereafter referred to as “ORKA”) takes every precaution to ensure that your use and enjoyment of their river tubes, kayaks and canoes is safe and enjoyable. However, we require that you, the participant, understand the potential risks inherent in the activities of tubing, kayaking and canoeing and, in so doing, release us and indemnify us from any claim that may arise as the result of engaging in such activity.

**By signing this document you acknowledge that you are assuming the risks inherent in engaging in such activity and further, you are giving up the right to sue us on behalf of yourself and others. This document will affect your legal rights, please read carefully.**

Once you have reviewed this document, please sign this acknowledgement, waiver, release and indemnity prior to using a river tube, kayak or canoe offered by ORKA.

### REPRESENTATIONS OF PARTICIPANT

**I, the undersigned participant (or the parent or guardian of the participant where the participant is less than 19 years of age), declare that:**

1. I have no physical restrictions or medical conditions which would prohibit my use of a river tube, kayak or canoe and acknowledge that it is my responsibility to advise ORKA of any medical or physical conditions that I believe will restrict or otherwise affect my ability to carry on such activities. In addition, I acknowledge that I have been advised to carry pertinent health and medical information on my person at all times;
2. I have adequate health insurance;
3. I have been given the opportunity to receive instruction in the proper use of a river tube, kayak or canoe and/or I am familiar with the proper use of a river tube, kayak or canoe;
4. I have been given the proper safety equipment in which to conduct my chosen activity; and
5. I have been advised to wear appropriate clothing for the purposes of engaging in my chosen activity.

### ACKNOWLEDGEMENT

**I, the undersigned participant (or the parent or guardian of the participant where the participant is less than 19 years of age) acknowledge that:**

1. River tubing, kayaking or canoeing, although enjoyable and rewarding activities, do pose some risks, dangers and hazards which may result in physical damage to myself and/or my property. These risks, dangers and hazards include, but are not limited to:
  - weather conditions;
  - collision with natural or man-made objects;
  - collision or encounters with other watercraft;
  - changes or variations in water currents or flow;
  - becoming lost or separated from other participants;
  - negligence of other participants;
  - difficulty or inability to control one’s speed or direction.

The primary responsibility for my personal safety remains with me. I undertake and agree to remove myself from participation if I sense or observe any unusual hazard or unsafe condition, or if, at any time, I feel unable or unfit to safely continue my activity for any reason.

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2. I will be river tubing, kayaking or canoeing in public areas and therefore must comply with all laws and regulations governing one's behaviour and conduct in public areas, including laws governing the consumption of alcohol and other substances (legal or illegal). I also acknowledge that I will not conduct myself in any manner that threatens the safety or enjoyment of other people or their property. If I do engage in any of the above conduct (as determined by ORKA and its employees) then I agree that, upon the request of ORKA, or its employees, I must immediately cease such conduct and further agree that upon my failure to do so, ORKA has the right to request that I immediately hand over my river tube, canoe or kayak to an ORKA employee with no right to receive any refund from ORKA as a result thereof.

### **ASSUMPTION OF RISKS/PERMISSION**

**I, the undersigned participant (or the parent or guardian of the participant where the participant is less than 19 years of age):**

1. Freely accept and fully assume all risks, dangers and hazards associated with river tubing, kayaking or canoeing, and the possibility of personal injury, death, property damage or loss resulting therefrom.
2. Give permission for the transportation of myself to any medical facility in the event of an emergency, and that I am responsible for all costs of medical attention rendered to me or any dependents in my care arising from the activities.

### **RELEASE AND INDEMNITY**

**I, the undersigned participant (or the parent or guardian of the participant where the participant is less than 19 years of age):**

1. Release any all claims I may have against ORKA and its agents, employees or contractors, and agree not to sue ORKA and its agents, employees or contractors for any and all claims I may have against ORKA with respect to personal injury, death, property damage, or loss sustained by me or my property which is due to any cause whatsoever including, without limitation, negligence on the part of ORKA, its agents, employees or contractors.
2. Indemnify and save harmless ORKA and its agents, employees or contractors from any claims or demands which might be made against ORKA arising out of or in consequence of my participation in the above activities.

**BY SIGNING BELOW I ACKNOWLEDGE THAT I HAVE READ & UNDERSTOOD THE ABOVE.**

Participant (Print name) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Province/Country \_\_\_\_\_

Postal / Zip Code \_\_\_\_\_ Phone # \_\_\_\_\_

Emergency Contact \_\_\_\_\_

Medical Conditions: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_

Signature of Parent or Legal Guardian (if Participant under 19 years) \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Witness: \_\_\_\_\_

Are you interested in being on our mailing address: Yes \_\_\_\_ No \_\_\_\_

Email Address: \_\_\_\_\_