

**CLCA PARTICIPANT RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY  
("AGREEMENT")**

**Waiver Form for ADULTS (Age 18 or Older)**

IN CONSIDERATION OF being permitted to participate in any way in any activity ("**Activity**") sponsored by the Canada Lakes Conservation Association, Inc. ("**CLCA**"), I, the undersigned, on behalf of myself, and on behalf of my spouse, children, guardians, heirs, next of kin and any legal and personal representatives, executors, administrators, successors and assigns make the following contractual representations pursuant to this Participant Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement ("**the Agreement**"):

1. I acknowledge, agree and represent that I am at least 18 years of age, understand the nature of CLCA Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event, and that I am responsible for my own safety and well-being at all times and under all circumstances while at the Event site.
2. I fully understand and acknowledge (a) the risks and dangers associated with participation in this Event, including without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; contact with other participants, boats, or other natural or manmade objects; water and surface hazards; equipment failure; inadequate safety measures; situations beyond the control of the Event organizers and other undefined, not readily foreseeable and presently unknown risks and dangers (**Risks**) (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligent acts or omissions of the Released Parties defined below and (c) I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses and/or expenses which I may incur as a result of my participation in any Event.
3. **I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties:** the CLCA, its respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, Event organizers, boat owners and operators, equipment owners, owners and lessors of premises on which the Activity takes place, (**Individually and Collectively, the "Released Parties"**) from all liability, claims, demands, causes of action, losses, damages and expenses (including court costs and reasonable attorneys' fees) of any kind or nature which may arise out of, result from, or relate in any way to my participation in the Event caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I or anyone on my behalf, makes a claim against any of the Released Parties, I will fully indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which may incur as the result of such claim.

I hereby warrant that I am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, guardians, assigns, heirs, next of kin and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement.. This agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, of for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

**Print Participant Name:** \_\_\_\_\_ **Name of Event/Date:** \_\_\_\_\_

**Signature of Participant:** \_\_\_\_\_ **Date Signed:** \_\_\_\_\_

**CLCA PARTICIPANT RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY  
("AGREEMENT")**

**Waiver Form for MINORS (Under Age 18)**

IN CONSIDERATION OF permitting the minor(s) identified below (**individually and collectively, "Minor"**) to participate in any way in any activity ("**Activity**") sponsored by the Canada Lakes Conservation Association, Inc. ("**CLCA**"), I, for myself, and on behalf of the Minor, and the Minor's parents/legal guardians, heirs, next of kin and any legal and personal representatives, executors, administrators, successors and assigns make the following contractual representations pursuant to this Participant Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement ("**the Agreement**");

1. I hereby represent that (i) I am the parent or legal guardian of the Minor; (ii) the Minor is in good health and in proper physical condition to participate in the Event: and (iii) that I am responsible for the Minor's safety and well-being at all times and under all circumstances while at the Event.
  
2. I fully understand and acknowledge (a) the risks and dangers associated with Minor's participation in this Event, including without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; contact with other participants, boats, or other natural or manmade objects; water and surface hazards; equipment failure; inadequate safety measures; situations beyond the control of the Event organizers and other undefined, not readily foreseeable and presently unknown risks and dangers (**Risks**) and (b) these Risks and dangers may be caused in whole or in part by the Minor's own actions or inactions, the actions or inactions of others participating in the Event, or the negligent acts or omissions of the Released Parties defined below. On behalf of the Minor, I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which may result due to the Minor's participation in the Event.
  
3. **On behalf of the Minor, I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties:** the CLCA, its respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, Event organizers, boat owners and operators, equipment owners, owners and lessors of premises on which the Activity takes place, (**Individually and Collectively, the "Released Parties"**) from all liability, claims, demands, cause(s) of action, losses, damages and expenses (including court costs and reasonable attorneys' fees) of any kind or nature which may arise out of, result from, or relate in any way to the Minor's participation in the Event caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I or anyone on my behalf, makes a claim against any of the Released Parties, I will fully indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which may incur as the result of such claim.

I hereby warrant that I am of legal age and competent to enter into this Agreement on behalf of the Minor, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the Minor, the Minor's parents/legal guardians, heirs, next of kin and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

**Minor #1: Print Name/ Age:** \_\_\_\_\_ **Name of Event/Date:** \_\_\_\_\_

**Minor #2: Print Name/ Age:** \_\_\_\_\_ **Name of Event/Date:** \_\_\_\_\_

**Minor# 3: Print Name /Age:** \_\_\_\_\_ **Name of Event/Date:** \_\_\_\_\_

**Signature of Parent/ Legal Guardian for Minor(s):** \_\_\_\_\_

**Print Name of Parent / Legal Guardian for Minor(s):** \_\_\_\_\_ **Date Signed:** \_\_\_\_\_

**Emergency Contact Information:** \_\_\_\_\_