

Paddle for a Purpose Waiver

- IN CONSIDERATION of the acceptance of my application and the granting of permission for me to participate as a participant in "Paddle for a Purpose" and any or all of its associated events, I, for myself and all of my heirs, executors, administrators, personal representatives, successors and assigns (hereinafter collectively referred to as the "RELEASORS") HEREBY WAIVE, RELEASE, FOREVER DISCHARGE AND AGREE NOT TO SUE THE CANADIAN BREAST CANCER FOUNDATION and all other organizers, associations, sanctioning bodies and sponsoring companies, and all of their respective past, present and future representatives, parent companies, subsidiaries, divisions, affiliates, controlling persons, suppliers, distributors, contractors, agents, officials, assigns, servants, professional advisors and insurers, and all of their officers, directors, employees, shareholders, predecessors, successors in interest, assigns, heirs, executors, administrators or personal representatives, as may be applicable (all hereinafter collectively referred to as the "RELEASEES"), from any and all causes of action, actions, suits, claims and demands for damages, liability, indemnity, expenses, interest, fees and costs, including legal fees and disbursements, whether at law or in equity or under any statute, in respect of death, injury, loss or damage of every nature and kind to my person or property however caused, whether anticipated or unanticipated, resulting from, arising out of or connected directly or indirectly with my participation in Paddle for a Purpose, whether as a spectator, participant, competitor or otherwise, whether such death, injury, loss or damage occurs prior to, during or subsequent to Paddle for a Purpose, and notwithstanding that any such death, injury, loss or damage may have been caused by, contributed to or occasioned by the negligence of any of the RELEASEES.
- I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES from and against any and all liabilities, losses, damages, interest, costs and expenses incurred by me and/or the other RELEASORS arising out of, as a result of or in any way connected with my attendance at and/or participation in Paddle for a Purpose, regardless of whether such liability, losses, damages or costs were caused by, contributed to or occasioned by the negligence of any of the RELEASEES or otherwise.
- I AGREE NOT TO MAKE ANY CLAIM, take any proceeding or commence or maintain any action in connection with the matters which are released and discharged above, against any other person or corporation who might assert a claim over against any of the RELEASEES, or who might claim contribution or indemnity from the RELEASEES.
- I AGREE TO ACCEPT AND ASSUME FULL RESPONSIBILITY for any and all risks of bodily injury, death or property damage arising out of or related to Paddle for a Purpose, whether caused by, contributed to or occasioned by the negligence of the RELEASEES or otherwise. I agree that at all times prior to, during or subsequent to Paddle for a Purpose, I shall be solely responsible for the safety of my person and my property.
- I FURTHER AGREE that this Release, Waiver of Liability and Indemnity Agreement extends to cover all acts of negligence by the RELEASEES and is intended to be as broad and inclusive as is permitted by the laws of the province in which Paddle for a Purpose is conducted. If any portion or portions of this Agreement may be held by a court of competent jurisdiction to conflict with any federal, provincial or local law, and as a result such portion or portions are declared to be invalid and of no force and effect in such jurisdiction, then all remaining provisions of this Agreement shall otherwise remain in full force and effect and shall be construed as if such invalid portion or portions had not been included herein.
- I WARRANT that I am physically fit and in the proper physical condition to participate in Paddle for a Purpose.
- I hereby give full permission for any of the RELEASEES to collect, use and disclose my name, photograph, electronic image and/or video image to recognize my participation in and promote Paddle for a Purpose in any broadcast, telecast and/or written account of the event.
- By signing, dating and submitting this waiver to the Canadian Breast Cancer Foundation, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, fully understand its terms without reservation, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete, final and unconditional release of all liability to the greatest extent allowed by law.
- Any person under the age of eighteen years who completes a registration form shall have this Release, Waiver of Liability and Indemnity Agreement signed by his or her parent or legal guardian who is over the age of eighteen years.

 Name of participant (please print)

 Name of parent/guardian (if participant is under 18 years of age)

 Signature of participant

 Signature of parent/guardian (if participant is under 18 years of age)

 Date

 Date

I give my consent for the Canadian Breast Cancer Foundation to collect the information provided and to use it for follow up contact, statistical purposes, and to process and recognize my donation. I am aware that I may withdraw my consent for the Foundation to use my information for anything other than processing my donation by checking the "opt-out" box. OPT OUT