

# Detroit River Canadian Cleanup Peche Island Restoration Boat Tour

## Wednesday June 14 2023

*To be destroyed June 14 2025*

### WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK ACKNOWLEDGMENT

PARTICIPATION WILL BE DENIED if the form is not completed in full, including a signature of an adult participant or parent (or legal guardian) of anyone under 18 years of age.

This is a binding legal agreement. In consideration of being permitted to participate in the Detroit River Canadian Cleanup Peche Island Restoration Boat Tour, the undersigned ("Participant" or "I"), and I/we, if the Participant is under the age of 18, the parent(s) or legal guardian(s) of the Participant ("Parents"), hereby expressly agree:

1. I understand that participating in the Detroit River Canadian Cleanup Peche Island Restoration Boat Tour could be a hazardous activity.
2. I am fully aware of the risks and hazards involved in and arising from the Detroit River Canadian Cleanup Peche Island Restoration Boat Tour related to inherent hazards and risks associated with, but not limited to: traveling in a small boat; accidental entry into the watercourse; and exposure to outdoor elements.
3. I assume any and all risks involved in or arising from participation in the Detroit River Canadian Cleanup Peche Island Restoration Boat Tour, including, without limitation: the risks of bodily injury; partial or total disability; paralysis; and possibly death, resulting from risks identified in clause 2.
4. I am submitting this release, waiver of liability, and assumption of risk declaration voluntarily and of my own free will.
5. My participation in the Detroit River Canadian Cleanup Peche Island Restoration Boat Tour is entirely optional and my own free choice.
6. I agree to abide by the rules regarding my ability to safely travel in the boats provided, including mandatory wearing of life jackets for all participants.
7. I agree that Detroit River Canadian Cleanup and the host facilities are not responsible for any lost or stolen personal items.
8. I agree that Detroit River Canadian Cleanup, and its affiliates and sponsors shall have the right, and I hereby grant them the permission to use and distribute any photographs, motion pictures, recordings or any other record of the Detroit River Canadian Cleanup Peche Island Restoration Boat Tour for any purpose, including any advertising and marketing purposes. All photographs, motion pictures, recordings or any other record of the Detroit River Canadian Cleanup Peche Island Restoration Boat Tour shall belong to and be the sole property of Detroit River Canadian Cleanup Peche Island Restoration Boat Tour.
9. I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me as medical professionals may deem appropriate.

10. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the parties irrevocably agree that any dispute arising out of or in connection with this Agreement will be subject to and within the jurisdiction of the laws of Ontario and Canada applicable therein. Both parties agree that any action or proceeding relating to this Agreement will be brought to a court of competent jurisdiction in the Province of Ontario, Canada.

**Date:** \_\_\_\_\_

**Name (Print):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Emergency Contact (Name & Phone):** \_\_\_\_\_

## **WAIVER, RELEASE AND INDEMNITY**

I have read and understand the paragraphs above and understand and agree that there are certain risks of physical injury involved in participating in the Detroit River Canadian Cleanup Peche Island Restoration Boat Tour and I voluntarily assume all of the risks and injuries or losses that I may sustain, no matter how severe.

In consideration of your acceptance of this entry, I, for myself, my heirs, executors, administrators and assigns, hereby waive, release and discharge any and all claims against ESSEX REGION CONSERVATION AUTHORITY, THE DETROIT RIVER CANADIAN CLEANUP, THE WINDSOR YACHT CLUB, C-TOW BOATS EVENT VOLUNTEERS AND THEIR OFFICERS, DIRECTORS, AGENTS, SUCCESSORS, AND/OR ASSIGNS for any and all injuries suffered by me at this event (collectively, the "Released Parties").

I acknowledge that I will not have a claim or cause of action for recovery of damages and may not recover in tort or other civil action against the Released Parties. If any claim is commenced against the Released Parties, I agree to defend and indemnify the Released Parties from any and all claims or causes of action by whomever or wherever made or presented for my personal injuries, property damage, or wrongful death, and to pay the Released Parties' legal fees, expenses, and costs incurred in defending such claims.

I also agree, on my own behalf and on behalf of my heirs, executors, administrators and assigns hereby release, indemnify and hold harmless the released parties from any and all claims, demands or causes of action which are in any way connected with the Detroit River Canadian Cleanup Peche Island Restoration Boat Tour. These include, but are not limited to, claims arising out of allegedly negligent acts or omissions of the Released Parties, any claims for damages for injury or death sustained by me, or any person or property, and for any and all claims of any kind or nature arising out of this agreement or participating in the Detroit River Canadian Cleanup Peche Island Restoration Boat Tour.

I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I SURRENDER VALUABLE RIGHTS, INCLUDING BUT NOT LIMITED TO THE RIGHT TO SUE, FOR MYSELF AND FOR OTHERS ON MY BEHALF, AND I DO SO FREELY.

## PARENT OR GUARDIAN SIGNATURE (IF PARTICIPANT IS UNDER 18)

I am the parent or guardian of the above-referenced Participant(s). I have read and understand the foregoing paragraphs, including the Waiver, Release and Indemnity. I hereby give approval to this child's (childrens') participation in the Detroit River Canadian Cleanup Peche Island Restoration Boat Tour.

I voluntarily assume the risks incidental to this child's (childrens') participation and expressly waive all tort or other civil liability against the Released Parties (defined above), and acknowledge that by signing this agreement I may not have a claim or cause of action for recovery of damages and may not recover in tort or other civil action against the Released Parties.

If any claim is commenced against the Released Parties, I agree to defend and indemnify the Released Parties from any and all claims or causes of action by whomever or wherever made or presented resulting from Participant's personal injuries, property damage, or wrongful death, and to pay the Released Parties' legal fees, expenses, and costs incurred in defending such claims.

By signing this agreement, I am fully aware of the potential dangers of the Detroit River Canadian Cleanup Peche Island Restoration Boat Tour and understand this waiver and release are necessary to allow Participant's participation in the Detroit River Canadian Cleanup Peche Island Restoration Boat Tour.

I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I SURRENDER VALUABLE RIGHTS, INCLUDING BUT NOT LIMITED TO THE RIGHT TO SUE, FOR MYSELF AND FOR OTHERS ON PARTICIPANT'S AND OUR BEHALF, AND I DO SO FREELY.

PARTICIPANT/ PARENT/GUARDIAN SIGNATURE \_\_\_\_\_

DATE\_\_\_\_\_

PRINT NAME \_\_\_\_\_

### LIST CHILDREN

Name \_\_\_\_\_ Age\_\_\_\_\_

Name\_\_\_\_\_ Age\_\_\_\_\_

Name \_\_\_\_\_ Age \_\_\_\_\_

Name \_\_\_\_\_ Age \_\_\_\_\_