



WAIVER

Full Name

First Last Age

Address

Street Address

City Province / State / Region

ZIP / Postal Code Country

Phone Email

THIS IS A LEGAL DOCUMENT WHICH SIGNIFICANTLY AFFECTS YOUR RIGHTS. READ IT CAREFULLY. OBTAIN LEGAL ADVICE BEFORE SIGNING IT IF YOU HAVE QUESTIONS OR CONCERNS. BY SIGNING THIS DOCUMENT, YOU FORFEIT YOUR RIGHT TO CLAIM FOR DAMAGES FOR INJURIES AND DEATH. WHEN YOU SIGN IN YOUR CAPACITY AS THE GUARDIAN OF A MINOR, YOU ARE AGREEING TO INDEMNIFY OTHER PERSONS FOR ANY CLAIMS WHICH MAY BE BROUGHT AGAINST THEM BY OR ON BEHALF OF THE MINOR. Acknowledgment of Risk In consideration of my being permitted to participate in courses, training, tours, activities, and any and all events organized, and offered by MAGNETIC NORTH and the Releasees described below, I hereby ACKNOWLEDGE, REPRESENT, AND AGREE that: 1. Kayaking, and other water-based activities, are inherently dangerous because they necessitate exposure to water, wind, tides, current, and other weather and environmental conditions, many of which are changeable without notice and are unpredictable. 2. The risks are extensive, and include, but are not limited to, equipment failure, personal injury and death, caused, or contributed to, by the negligence or gross negligence of other people, including, but not limited to, instructors, guides, trainers, students, and other participants, and the risks may include exposure to, and infection from, individuals who have diseases, germs, and viruses, including coronavirus. 3. I further acknowledge that other risks, at present unknown or not reasonably foreseeable, may cause personal injury, death, and/or property damage to me or my estate. 4. I assume responsibility for my own personal safety, whether on or off the water, while participating in courses, tours, instruction, and any and all activities offered by MAGNETIC NORTH and its agents, guides, trainers, and instructors. Waiver of Liability 5. I hereby WAIVE, RELEASE, AND AGREE TO INDEMNIFY, AND TO HOLD HARMLESS from ALL liability, including, but not restricted to, liability for claims in contract, negligence, gross negligence, and/or breach of statutory duty, the following: MAGNETIC NORTH, its instructors, guides, trainers teaching for, or on behalf of MAGNETIC NORTH, its agents, volunteers, participants in courses or tours, and any other person involved in providing, or assisting MAGNETIC NORTH (hereinafter referred to as "the Releasees"). 6. This agreement is binding upon my estate, my executor, my administrator, heirs, assigns, and all persons and entities who might claim through me or on my behalf. 7. If I am signing in my capacity as the legal guardian for and on behalf of a person who is under 19 years of age ("the Minor"), the consideration for which is permitting the Minor to participate in some or all of the activities offered by MAGNETIC NORTH, I agree to indemnify, and to hold harmless, the Releasees, for any and all claims advanced for, or on behalf of the Minor. Indemnity 8. I agree to INDEMNIFY the Releasees from any and all damages, claims, costs, and expenses of any kind, incurred by them in defending any claims advanced by me, my estate, and any other persons or entities claiming through me, or on my behalf. 9. If I am the legal guardian of a Minor who is permitted to participate in courses, tours, or other activities organized by or for MAGNETIC NORTH, I agree and undertake to INDEMNIFY AND TO HOLD HARMLESS the Releasees, and any and all of them, for any claims brought by, or on behalf of the Minor, against the Releasees, or any of them, including all costs incurred in defending the said claims. 10. In the event that equipment or items provided or loaned to me by MAGNETIC NORTH is subsequently lost or damaged, including, but not limited to, kayaks, covers, spray skirts, dry suits, wet suits, paddles, PFD's, radios, compasses, regardless of the cause or ultimate responsibility for the loss or damage, and regardless of whether I have paid a separate charge to use or borrow the equipment and items, I agree to reimburse MAGNETIC NORTH for the cost to repair or replace the equipment and items lost or damaged. 11. I hereby authorize MAGNETIC NORTH to utilize any photographs or images in which I appear, including posting and displaying the said photographs or images on the MAGNETIC NORTH website, or including same in any promotional materials including, but not limited to, brochures, videos, Facebook, YouTube, Instagram, and other social media. Entire Agreement, Severability, and Governing Law 12. This document constitutes the entire agreement made between me and MAGNETIC NORTH and the Releasees, and I acknowledge and agree that any electronic signing by me shall be binding, and of the same force and effect, as if it was an original signature. 13. In the event that a court determines that one or more of the provisions of this agreement are unenforceable, the remaining provisions shall remain in full force and effect. 14. I hereby attorn to the province of British Columbia for the purposes of any litigation. This agreement shall be governed by, and interpreted in accord with, the laws of the province of British Columbia.

Date Signature Guardian's Signature if under 19 years old