



Peninsula Paddlers KAYAKING CLUB

6 Baker Road North, Grimsby ON, L3M 2W7

MEMBERSHIP APPLICATION FORM Year 2008

Please fill out all of this form.

Each family member must initial each box on back of form.

Enclose membership fee, with cheque payable to: Peninsula Paddlers Kayak Club Inc.

Annual Membership Fee - \$40.00 Single _____ New Member _____
\$60.00 Family _____ Renewing Member _____
(Family membership is for 2 people. \$10 each additional family member)

Please print in CAPITAL LETTERS.

LAST NAME

FIRST NAME

Adult 1 _____
Adult 2 _____
Adult 3 _____
Child <18 _____
Child <18 _____

Mailing Address: _____

City: _____ Prov. _____ Postal Code _____

Phone: Residence () _____ Business () _____

E-Mail Address _____

Please initial if you authorize the Club to publish your e-mail address to all members (_____)

PENINSULA PADDLERS KAYAK CLUB INC. RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT

MINOR RELEASE

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF KAYAKING ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST ANY INCUR AS THE RESULT OF ANY SUCH CLAIM.

PRINTED NAME OF PARENT/GUARDIAN: _____ PHONE: () _____

ADDRESS: _____
(Street) (City) (Prov.) (Postal Code)

PLEASE COMPLETE REVERSE SIDE

**PENINSULA PADDLERS KAYAK CLUB INC. RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK, AND INDEMNITY**

IN CONSIDERATION of being permitted to participate in any way in the Peninsula Paddlers Kayak Club Inc. sponsored Kayak Activities (“Activity”) I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. Acknowledge, agree, and represent, that I understand the nature of Kayaking Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further acknowledge that the Activity will be conducted over public roads and facilities open to the public during the Activity and upon which the hazards of traveling are to be expected. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

Initial () () () ()

2. FULLY UNDERSTAND that: (a) KAYAKING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH (“RISKS”); (b) these Risks and dangers may be caused by my own action or inactions, the action or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE “RELEASEES” NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.

Initial () () () ()

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Club, their respective administrators, directors, agents, officers, members, volunteers and employees, other participants and sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the “RELEASEES” herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGE ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE “RELEASEES” OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

Initial () () () ()

4. **PERMISSION TO USE PHOTO IMAGE IN NEWSLETTER, WEB SITE OR ADVERTISING** – From time to time my picture may be taken at some club activity. I hereby grant permission for my photograph to be released, published, or reproduced by Niagara Peninsula Paddlers Inc. and to be used for public relations, news articles, training, advertising and on the Club’s website. I hereby release the above named Club, their directors and members and each and all persons involved from any liability connected with the taking, recording, or publication of such photographs.

Initial () () () ()

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE/ GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Initial () () () ()

PRINTED NAME(S) OF PARTICIPANTS

	LAST	FIRST	SIGNATURE
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

I (WE) HAVE READ THIS RELEASE

ADDRESS _____
(Street) (City) (Prov.) (Postal Code)

DATE _____
(Month) (Day) (Year)