



## Guided Day Trip Acknowledgement of Risks and Release

*Please print or type in blue or black ink*

I, \_\_\_\_\_, acknowledge that there is an inherent danger in kayaking, bicycling, hiking and adventure touring. The same elements that contribute to the unique character of this experience can be causes of loss or damage to my equipment, accidental injury, illness, or in extreme cases, permanent trauma, disability or death. I understand that The Song of the Paddle, 3272023 Nova Scotia Limited., its agents, employees, officers, contractors, and all other persons or entities associated with it (collectively referred to as "The Song of the Paddle") does not want to frighten me or reduce my enthusiasm for my upcoming trip with them, but thinks it is important for me to know in advance what to expect and to be informed of the trip's inherent risks. The following describes some, but not all, of those risks.

The Song of the Paddle trips occur outdoors, where they are subject to numerous risks, including environmental risks. Activities include kayaking and hiking.

The Song of the Paddle trips occur in remote areas, away from immediate access to medical facilities. Communication and transportation can be difficult and sometimes evacuations and medical care may be significantly delayed.

Travel is by vehicle, kayak, and on foot over slippery rocks and boulders, through forests, over fallen trees and branches which may be uneven, wet and slippery, and across marshes and other areas which may be rocky and slippery. Kayaking may include dealing with currents, waves, winds, submerged rocks and changing weather patterns.

Environmental risks and hazards include rapidly moving, deep or cold water, insects, falling and rolling rock, lightening, and unpredictable weather which may change to extreme conditions without notice. Possible injuries and illnesses include hypothermia, sunburn, heatstroke, dehydration, cuts and bruises, strained or torn muscles and ligaments, broken limbs, and other mild and serious conditions.

I am aware that The Song of the Paddle trips include risks of injury or death to myself. I understand the description above of these risks is not complete and that other unknown or unanticipated risks may result in property loss, injury or death. I agree to assume full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, and I elect to participate in spite of and with full acceptance of the inherent risks.

I acknowledge that the exact itinerary of my trip will be determined in the sole discretion of The Song of the Paddle, and may vary depending

on environmental conditions, group skills and dynamics, and other users of the area.

I acknowledge that I have no past or current physical or psychological condition that might affect my participation in this trip. I authorize The Song of the Paddle to obtain or provide emergency hospitalization, surgical or other medical care for me.

I acknowledge that The Song of the Paddle may, if necessary, and at its sole discretion, prevent me from participating in some activities, and in certain situations, may terminate my trip where I may be putting myself, the group, other users or the environment in unacceptable danger. In such cases I acknowledge that I will receive no reimbursement from The Song of the Paddle for any financial or other loss.

\*\*\*\*\* IMPORTANT \*\*\*\*\*

I acknowledge that if I damage gear belonging to The Song of the Paddle /3272023 Nova Scotia Limited, gear belonging to members of The Song of the Paddle tour or other area users, I am liable to pay for repairs and/or replacement costs. At the sole discretion of The Song of the Paddle, I may be asked to leave the tour and will have to pay for any transportation and incidental costs associated with the early termination of the tour. Other reasons why I might be asked to leave the tour include: not following instructions on the water and/or on land; being disruptive to other The Song of the Paddle guests or other area users; failure to comply with National/Provincial Park and/or Provincial Protected Area Regulations; and injury or medical condition that precludes me from participating in the events of the trip

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I represent that I am fully capable of participating in this trip, without causing harm to myself or others. Therefore, I and my parent(s) or guardian, if I am a minor, assume and accept full responsibility for me and for any accident, injury, illness, aggravated injury or illness, death or loss of personal property or expenses suffered by me, including any and all evacuation expenses, suffered by me, and my parent(s) or guardian, if I am a minor, as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified herein from my participation in this activity, and as a result of my negligence in participating in this activity.

I further acknowledge that The Song of the Paddle, 3272023 Nova Scotia Limited and/or its owners and/or its employees, contractors, agents or assigns, will not be held responsible for any loss or accident however caused, and I agree to release the aforementioned from all claims or damages that may arise as a result of or by reason of such accident or loss.



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I, and my parent(s) or guardian, if I am a minor, have read, understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representatives, and estate and all members of my family.

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*Signature*

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*Date*

If the participant is under 19, I am signing as parent and guardian to reflect my agreement to indemnify (that is, protect by payment or reimbursement) The Song of the Paddle from any claim which may be brought by or on behalf of the participant, or any member of the participant's family, for injury or loss resulting from those inherent risks of the trip, described only in part above, and from the negligence of the participant.

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*Signature (parent or guardian)*

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*Date*

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