

**CANOEING PROGRAM
WAIVER, RELEASE, INDEMNITY AND ASSUMPTION
OF RISK AGREEMENT**

Name of Participant

Age

Telephone Number

Street Address

City and State

Zip Code

Name of Parents, Guardian, Custodian or
Legal representative

Characterize the level of swimming ability of the participant:

(circle only one choice)

non-swimmer

intermediate

strong swimmer

Girl Scouts of Ohio's Heartland Council, Inc. ("Council") is attempting to provide its' members with a canoeing program ("canoeing activity"). This program is not mandatory. Individual girls and adults have chosen to participate in it.

The program will be lead by a certified canoeing instructor, who is trained to lead an experience of this nature. The canoe instructor knows how to check equipment for safety and how to use it correctly. A second adult familiar with canoeing will be present at the activity. One or both of these staff will be certified in First Aid and CPR.

There are inherent risks that are an integral part of any canoeing activity. These would include broken bones, skin abrasions or bruises. In extreme cases, severely disabling injuries resulting in paralysis, coma or even death may occur. Furthermore, another canoeing activity participant may act in a negligent manner that may contribute to the injury or death of the participant.

Anyone who is unwilling to assume the inherent risks of an canoeing activity, or who is unwilling to assume such risk on behalf of his or her child, should not participate in, or permit such child to participate in the canoeing activity.

If a participant chooses to participate in, or a parent, guardian, custodian or other legal representative chooses to permit his or her child to participate in the canoeing activity in consideration of the services performed by the Council in connection with the canoeing activity, the participant, and her parent, guardian, custodian or other legal representative must sign on the lines provided below.

By signing below, the undersigned participant, and her undersigned parent, guardian, custodian or other legal representative, on behalf of such participant and himself or herself do hereby:

- (1) Waive liability and damages in a tort or other civil action for harm that the participant may sustain during the canoeing activity, against the Council, the canoe instructor, any other participant in the canoeing activity, and their respective successors, assigns, employees, agents, directors, trustees or volunteers (collectively the "beneficiaries").

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- (2) Release, acquit and forever discharge the beneficiaries from all claims, demands and causes of action of any kind for or on account of any personal injury or damage of any kind sustained.
- (3) Agree to indemnify and hold harmless the beneficiaries from all loss, costs, expenses, damages and claims for damages, including defense costs and attorneys fees, for injury to or damage to the property of, any person caused or claimed to have been caused by the undersigned participant.

Understand that this outdoor adventure involves certain inherently dangerous risks and there can be equipment problems, which contribute to injury or loss. Therefore, the undersigned agree that they voluntarily assume the risk of accident or damage to the undersigned participant or her property.

The undersigned have carefully read the foregoing and have voluntarily signed this agreement for the purpose of granting the waivers, releases and indemnities and assuming the risks, all as provided above.

Date_____

Participant_____

Date_____

Parent, Guardian, Custodian or
other Legal Representative_____

Date_____

Parent, Guardian, Custodian or
other Legal Representative_____