

## Grand River Conservation Authority Authorization, Release and Waiver

### Grand River Tubing at Elora Gorge \*\*\*\* READ BEFORE SIGNING \*\*\*\*

**To:** Grand River Conservation Authority and its respective directors, officers, employees, agents, representatives, successors and assigns (individually and collectively the “GRCA”),

In consideration of GRCA permitting my/my child’s participation in recreational activities at the Elora Gorge, the receipt and sufficiency of which is hereby acknowledged, I acknowledge and agree as follows:

1. ***VOLUNTARY ASSUMPTION OF RISK.*** I ACKNOWLEDGE THAT A TRIP ON THE GRAND RIVER BY MEANS OF AN INNER TUBE OR OTHER FLOTATION DEVICE (“TUBING”) IS A DANGEROUS ACTIVITY THAT COULD RESULT IN SERIOUS INJURY, DEATH, DAMAGE AND LOSS. I AGREE THAT MY / MY CHILD’S PARTICIPATION IN THIS ACTIVITY INVOLVES INHERENT PHYSICAL RISKS AND I AGREE TO VOLUNTARILY ASSUME THE FULL RISK OF ANY BODILY INJURIES (INCLUDING DEATH), DAMAGES, OR LOSS WHICH I / MY CHILD MAY SUSTAIN AS A RESULT OF ANY ACTIVITIES ARISING OUT OF, CONNECTED WITH, OR IN ANY WAY ASSOCIATED WITH MY / MY CHILD’S PARTICIPATION IN TUBING.
2. ***WAIVER.*** I, ON BEHALF OF MYSELF AND MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS (COLLECTIVELY “MY SUCCESSORS”), DO HEREBY FULLY AND IRREVOCABLY FOREVER REMISE, RELEASE AND DISCHARGE THE GRCA FROM ANY AND ALL LIABILITY, DEMANDS, DAMAGES, CLAIMS AND CAUSES OF ACTION ARISING FROM OR RELATED TO ANY, INJURY (INCLUDING DEATH), DAMAGE OR LOSS I / MY CHILD MAY SUSTAIN AS A RESULT OF MY / THEIR PARTICIPATION IN TUBING AND RELATED ACTIVITIES AND COVENANT NOT TO COMMENCE AND HEREBY IRREVOCABLY WAIVE ANY AND ALL CLAIM(S), ACTION(S) AND/OR PROCEEDING(S) WHICH I MAY HAVE OR HEREAFTER HAVE AGAINST THE GRCA FOR THE SAME, WHETHER CAUSED BY THE NEGLIGENCE OF THE GRCA OR OTHERWISE. **THIS IS A COMPLETE AND IRREVOCABLE RELEASE AND WAIVER.**
3. ***COVID 19 WAIVER.*** I, ON BEHALF OF MYSELF AND MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS (COLLECTIVELY “MY SUCCESSORS”), DO HEREBY FULLY AND IRREVOCABLY FOREVER REMISE, RELEASE AND DISCHARGE THE GRCA FROM ANY AND ALL LIABILITY, DEMANDS, DAMAGES, CLAIMS AND CAUSES OF ACTION ARISING FROM OR RELATED TO ANY, INJURY (INCLUDING DEATH), DAMAGE OR LOSS I / MY CHILD MAY SUSTAIN AS A RESULT OF MY / THEIR PARTICIPATION IN TUBING AND RELATED ACTIVITIES DURING THE COVID-19 PANDEMIC AND COVENANT NOT TO COMMENCE AND HEREBY IRREVOCABLY WAIVE ANY AND ALL CLAIM(S), ACTION(S) AND/OR PROCEEDING(S) WHICH I MAY HAVE OR HEREAFTER HAVE AGAINST THE GRCA FOR THE SAME, WHETHER CAUSED BY THE NEGLIGENCE OF THE GRCA OR OTHERWISE. **THIS IS A COMPLETE AND IRREVOCABLE RELEASE AND WAIVER.**
4. ***Indemnity.*** I agree to indemnify, hold harmless and defend the GRCA from any and all claims relating to, arising out of or in consequence of my / my child’s participation in Tubing activities. This indemnification includes but is not limited to all legal expenses including all fees, disbursements and applicable taxes.
5. ***Rescue Expenses.*** I agree that I shall be responsible and reimburse the GRCA for any and all costs, disbursements and expenses incurred by the GRCA in the course of, associated with, or related to the rescue or attempted rescue of myself or my child during my/their participation in Tubing and related activities.
6. ***Authorization for Photo/Video Use.*** I authorize the GRCA to use photographs, video recordings or any other likeness of myself / my child in its promotional or sales materials and I hereby waive any right to compensation or any claim of ownership thereto.
7. ***Obey All Rules.*** I agree that both my child and I will obey and follow the safety awareness information, instructions and rules of the GRCA, including, but not limited to, the following:

- a. Participants shall only use inner tubes or other flotation devices approved by the GRCA;
  - b. Participants shall at all times use and wear helmets and lifejackets approved by the GRCA;
  - c. No participant may participate if intoxicated or under the influence of non-intoxicating beer, intoxicating beverages, marijuana and/or controlled substances;
  - d. No participant shall engage in harmful conduct or wilfully or negligently engage in any type of conduct which may contribute to or cause injury to any person or property; and
  - e. No participant may perform any act which interferes with the safe operation of the activity, including failure to use safety equipment approved by the GRCA or failure to follow the instructions of the GRCA.
8. **Severability:** The provisions in this Release and Waiver are separate and distinct covenants, severable from each other. If any provision of this Release and Waiver, or the application thereof to any person or situation is held invalid or unenforceable, the remainder of this Release and Waiver, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall continue to be valid and enforceable to the fullest extent permitted by law.

**I have read and fully understand the SAFETY AWARENESS INFORMATION on the reverse.**

**I can read and understand English and I have read and fully understand this release and have had the opportunity to obtain independent legal advice, ask questions and have them answered.**

**I am voluntarily signing this release and am aware that by doing so I am giving up certain legal rights which I, my child, or my Successors may have against the GRCA.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature of Parent / Guardian or

Participant if over 18: \_\_\_\_\_ Signature of Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

# **SAFETY AWARENESS**

## **Helmets & Lifejackets Are Mandatory And Must Be Worn At All Times**

Properly fitted and fastened equipment is essential. Should you require assistance, staff is available to help; please ask. Life jackets must be zippered up and helmet chin strap buckled.

**Natural Waterway** - this activity is carried out in a natural flowing river which may be impacted by other uses and activities, and therefore the GRCA cannot be responsible for water quality

**Secure Footwear Is Strongly Recommended** – Properly secured sandals and running shoes are ideal. Flip-flops are not advised as they do fall off.

**No Lifeguards** – There are no lifeguards or river patrol staff stationed along the water course to assist you in the event of an emergency situation. All participants should have adequate swimming skills and be in good physical condition.

**Some swimming ability is required. If you cannot swim, you should not participate.**

**Entry / Exit Points** – There are no entry / exit locations midway along tubing course due to the deep gorge and rock conditions. Once you begin at the launch point, you are committed to finishing the entire length of the tubing course (Approximately 2 KM).

**One Rider Per Tube** - More than one rider per tube may cause the tube to become unstable and can create a hazardous situation, especially in fast flowing water.

**Minimum Height Restriction In Effect** – All participants must be at least 122 cm (48”) tall to participate. Children should be accompanied by an adult.

**Eyeglasses** – Prescription eyeglasses & sunglasses should only be worn with a head strap or tether. Eyewear can fall off and become lost in the river.

**Keys & Valuables** – These items should not be taken with you as they can become lost in the river.

**Loose Rope** – Multiple tubes should not be tied together by riders as this can create a hazardous situation should one or more tubes become separated or if participants are ejected from their tube.

**THIS ACTIVITY IS NOT THE SAME AS A CONTROLLED WATER PARK RIDE  
YOU MAY ENCOUNTER EXTREME CONDITIONS THAT ARE BEYOND THE  
GRCA's CONTROL**

- Sections of the river consist of fast flowing turbulent waters
- The possibility of being ejected from your tube does exist
- Hazardous rocks may be present below water surface
- Foot entrapment in submerged rocks is possible should you attempt to stand up in fast flowing water

## **CAUTION IS ADVISED**