



Wiigwaas Jiimaanke - Birch Bark Canoe Build

Participant Liability Waiver & Assumption of Risk

I, _____ understand and hereby agree that building a birch bark canoe includes activities on land and on water that involve certain risks and dangers incidental thereto, including but not limited to; carving, weaving, stitching/sewing, sanding, splitting, shaving and boiling of water and other natural materials. Risks include, but are not limited to, injury from the use of sharp hand tools/equipment such as the awl and crooked knife, injury from carrying and handling raw materials such as wood and spruce roots, and injury from the use of stationary objects and the malfunctioning of equipment. I, the participant, must be aware of the surrounding environment, pertaining to safely operating equipment and tools, with regards to the weather (ie. raining, windy, hot/cold temperatures) as the build location is semi-covered and along the shoreline of Georgian Bay.

I also understand that the physical exertion of canoe building activities, including the carrying, bending, carving, shaving, weaving, stitching, sanding, splitting and boiling of raw materials, both in and out of water, as well as operating hand tools, can result in injury or death. I further agree and acknowledge that:

- I am responsible for being medically fit to engage in the activity of carrying, bending, carving, shaving, weaving, stitching, sanding, splitting and boiling of raw materials. I confirm that I am in good health and do not suffer from a heart condition or other ailment that could be exacerbated by the physical exertion involved in the birch bark canoe build .
- I agree to be bound by the rules established by the Georgian Bay Biosphere Reserve, Sail Parry Sound, and the birch bark canoe building team.



In spite of and fully understanding such risks and other risks not expressly stated I wish to participate in the “Wiigwaas Jiimaanke” activities at the Sail Parry Sound and hereby assume all the risks of doing so.

In consideration of the Georgian Bay Biosphere Reserve and Sail Parry Sound, agreeing to allow me to participate in the birch bark canoe building activities accompanied or unaccompanied (meaning with or without a teacher/program worker), using the Georgian Bay Biosphere Reserve, Sail Parry Sound, and the birch bark canoe building team’s equipment and permitting my use of club facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree not to hold the Georgian Bay Biosphere Reserve and Sail Parry Sound, their directors, officers, employees, agents, coaches, independent contractors (including the birch bark canoe building team; Kevin Finney), subcontractors and representatives, all of whom are herein after referred to as the “Releasees”, liable for my personal injury, death, and/or property loss, and;

TO WAIVE ANY AND ALL CLAIMS THAT I HAVE OR MAY HAVE IN THE FUTURE AGAINST THE RELEASEES AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage expense or injury including death that I may suffer or that my kin may suffer as a result of my participation in the birch bark canoe building activities, on land or on water, due to any cause whatsoever, including NEGLIGENCE, BREACH OF CONTRACT, BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE INCLUDING ANY DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT ON THE PART OF THE RELEASES AND FURTHER, INCLUDING FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD AND PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE BOATING ACTIVITIES REFERRED TO ABOVE.

I agree to hold harmless and indemnify the Releasees from any and all liability for any property damage or personal injury to any third party resulting from my participation in the birch bark canoe building activities. I agree that this agreement shall be binding upon my heirs, next of kin, executors, administrators and assigns in the event of my death. In entering into this agreement, I am not relying on



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an oral or written representation or statements made by the Releasees with respect to the safety of the boating activities other than as set forth in this agreement.

I have read and understood this agreement and I am aware that by signing this agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, and assigns may have against the Releasees.

Date: _____ Participant's Name (print): _____

Signature of Parent/Guardian (if Participant is under 18 yrs of age):

Participant's Signature (if over 18 yrs of age):

Witness Signature:
