

Yukon River Quest WAIVER

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK WARNING AND INDEMNIFICATION AGREEMENT

WARNING: PLEASE READ CAREFULLY BEFORE SIGNING!

**BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

Initial

TO: Yukon River Marathon Paddling Association (“the Association”), its directors, partners, agents, guides, instructors, independent contractors, affiliates, volunteers, participants, employees, representatives, successors and assignees of the Association, and all other persons or entities acting in any capacity on their behalf.

DEFINITION – This Agreement shall apply to all activities, events or services provided, arranged, organized, sponsored or authorized by the Association, concerning my participation in the Yukon River Quest. The Yukon River Quest is an epic and world-class ultra-marathon paddling event, 715 km in length, from Whitehorse to Dawson City in Yukon. The activities include but are not limited to: paddling in Voyageur canoes, C4 canoes, tandem canoes, tandem kayaks, solo kayaks, and stand-up paddleboards; camping and camping activities during the race; instructional courses and sessions; clinics and workshops; transportation or travel to and from locations used for the activities; and loading and unloading of vehicles (hereinafter collectively referred to as “the Activities”).

The Yukon River Quest is a multi-day paddling race located in remote and rugged terrain and is meant to be a test of toughness, strength, stamina, and mental grit. I UNDERSTAND THAT PARTICIPATION IN THESE ACTIVITIES CAN BE HAZARDOUS AND MAY INVOLVE THE RISK OF PHYSICAL INJURY OR DEATH. I acknowledge that my participation in the Activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the Activities. The risks and hazards include but are not limited to: slips and falls while canoeing, kayaking or paddleboarding, or disembarking from the canoe, kayak or stand-up paddleboard; overturning of the canoe, kayak or stand-up paddleboard; loss of balance while in the canoe, kayak or on the stand-up paddleboard; falling from the canoe, kayak or stand-up paddleboard; hypothermia due to exposure to very cold water; drowning; variation in the water conditions, surface and currents; changing and inclement weather conditions including storms, high wind and lightning; entrapment by trees, logs, rocks or equipment; collision with rocks, trees, logs, deadfall, boating equipment; equipment failure; forest fires; forest fire smoke and lack of visibility caused by smoke; limited access to and/or delay and/or unavailability of first aid or rescue; inability to act safely or within one’s ability; negligence or failure of other persons to act safely; my health condition; physical exertion, exhaustion, dehydration, hypothermia, heat-related illnesses; mental distress; sleep deprivation; lack of shelter; encounters with domestic animals and wild animals including but not limited to bears and moose; becoming lost or disoriented; and accidents that occur while camping and walking on terrain that can be steep and have holes, depressions, loose gravel, rocks, mud, and roots. I understand that the participation in these activities may result in muscle and joint sprains and strains; cuts and bruises; broken wrists, arms, ankles and legs; internal injuries, concussions, hallucinations, and other serious injuries including paralysis or death.

I UNDERSTAND PARTICIPATING IN THE ACTIVITIES COULD RESULT IN MY INFECTION WITH THE COVID-19 VIRUS, WHICH COULD INVOLVE FLU-LIKE SYMPTOMS, RESPIRATORY PROBLEMS, ORGAN FAILURE, PERMANENT DISABILITY, OR DEATH. I agree that I will not participate in any of the Activities, if: (1) to the best of my knowledge and awareness, I am experiencing, or have experienced in the prior 14 days, flu-like symptoms or symptoms of any transmissible viral or bacterial infection or disease; or (2) to the best of my knowledge and awareness, I have been in contact in the prior 14 days with any person diagnosed with the COVID-19 virus. I will not participate in any Activities if I have been advised by the Chief Medical Officer of Health for the Yukon or my doctor to self-isolate due to possible exposure to COVID-19.

RECOGNIZING THESE RISKS AND DANGERS, I VOLUNTARILY CHOOSE TO PARTICIPATE IN THE ACTIVITIES AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITIES, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.

In consideration of the Association allowing me to participate in the Activities and permitting my use of their equipment, I **AGREE**, to the greatest extent permitted by law, **TO WAIVE ANY AND ALL CLAIMS AGAINST AND TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND AGREE NOT TO SUE THE Yukon River Marathon Paddling Association, its insurer, the Association’s directors, partners, agents, guides, instructors, independent contractors, affiliates, volunteers, participants, employees, representatives, successors and assignees of the Association, and all other persons or entities acting in any capacity on their behalf (each a “Released Party”) FOR ANY INJURY, INCLUDING DEATH, LOSS, PROPERTY DAMAGE OR EXPENSE, WHICH I MAY SUFFER, OR THAT MY NEXT OF KIN MAY SUFFER, ARISING IN WHOLE OR IN PART OUT OF MY PARTICIPATION IN THE ACTIVITIES, INCLUDING, BUT NOT LIMITED TO, THOSE CLAIMS BASED ON ANY RELEASED PARTY’S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY CONTRACT OR NEGLIGENT REPRESENTATION AND/OR EXPRESS OR IMPLIED WARRANTY OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF ANY RELEASED PARTY TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES.**

Initial

I agree that this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

I agree that this Agreement and any rights, duties, and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of Yukon Territory and no other jurisdiction. I agree that any litigation involving the parties to this Agreement shall be brought solely within Yukon Territory and shall be within the exclusive jurisdiction of the Courts of Yukon Territory.

In entering into this agreement, I am not relying upon any oral or written representations or statements made by the Association with respect to the safety of the Activities other than what is set forth in this agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, 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, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE ASSOCIATION.

Initial

PARTICIPANT INFORMATION

PLEASE FILL OUT THIS SECTION CLEARLY AND COMPLETELY

Participant Name: _____

Age: _____ **Date of Birth (MM/DD/YY):** _____

Phone: _____

Email: _____

Address: _____

Postal Code: _____

Signature: _____

Current Date (MM/DD/YY): _____

Emergency Contact: _____

Emergency Contact Phone: _____