

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

DEFINITIONS:

“Organizers” means the Toronto Sailing & Canoe Club and each of their respective directors, officers, members, committee members, employees, officials, volunteers, and agents.

“Event” means Wayfarer Nationals Regatta 2023 activities including, sailing, racing, docking, boat launch, and social activities.

“TS&CC Facilities” means all real and personal property used or occupied by Toronto Sailing & Canoe Club including, harbour, yard, docks, buildings, washrooms, parking, and equipment.

“Negligence” means a failure to use reasonable care.

ASSUMPTION OF RISK:

- I am aware of the inherent risks associated with sailing, racing, boating and my use of TS&CC Facilities, including severe injury and death for myself and others.
- I agree to be bound by the rules and regulations that govern this Event including any Notices, Sailing Instructions, the Racing Rules of Sailing (Rule 4, Decision to Race) as well as marine law and safety.
- I am satisfied that the buoyancy within my boat meets the required standard for a Wayfarer buoyancy certificate. I am satisfied that the boat and all its fittings are seaworthy.
- My crew and I will be sailing with adequate weatherproof clothing and personal buoyancy.
- I will be fully insured to cover damage to other craft and personal liability.
- I voluntarily accept and fully assume all such risks and the possibility of personal injury, death, property damage and loss resulting therefrom. I agree to exempt the organizers from liability for any such damage or loss.

RELEASE OF LIABILITY, WAIVER, AND INDEMNIFICATION:

- **I agree to waive any and all claims** that I have or may have in the future against the Organizers, and to release the Organizers from any and all liability for any loss, damage, expense or injury including death that I or my next of kin may suffer resulting from my participation in the Event and/or use of TS&CC Facilities due to any cause whatsoever, without limitation, including the Organizer’s *negligence*, breach of contract, breach of any statutory or other duty of care, and any failure of the Organizers to safeguard me from the risks listed above (see: Assumption of Risk).
- **I agree to hold harmless and indemnify the organizers**, from and against all claims, actions, costs, expenses and demands in respect of death, injury, loss or damage to my person or property, however caused, arising out of or in connection with the Event and/or TS&CC Facilities, notwithstanding that the same might be caused or contributed to by the *negligence* of the Organizers.
- **I agree to hold harmless and indemnify the organizers** from any and all liability for any damage to property of, or personal injury to, any third party resulting from my participation in the Event and/or use of TS&CC Facilities.

I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I, MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE.

SKIPPER

Boat Name:

Wayfarer Sail #:

Participant’s Full Name (Please Print)

Participant’s Signature

___/___/___ .
Date (DD/MM/YY)

Witness’ Full Name (Please Print)

Witness’ Signature

CREW

Participant’s Full Name (Please Print)

Participant’s Signature

___/___/___ .
Date (DD/MM/YY)

Witness’ Full Name (Please Print)

Witness’ Signature