

2022 Assumption of Risk and Waiver of Liability Relating to Coronavirus/Covid-19 For Kingston Yacht Club Hosted Regattas

Please read this waiver and acknowledge agreement by selecting “yes” for the Covid Waiver during online registration. This waiver & declaration must be completed prior to or upon visiting Kingston Yacht Club and before participating in any activity.

The novel coronavirus, COVID-19 has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is known to spread mainly by contact from person to person. Consequently, local, provincial and federal governmental authorities recommend various measures and prohibit a variety of behaviors, in order to reduce the spread of the virus. Kingston Yacht Club and its volunteers commit themselves to comply with the requirements and recommendations of Ontario National, Provincial and local Public health and other governmental authorities, and to put in place and adopt all necessary measures to that effect. However, Kingston Yacht Club cannot guarantee that you (or your child, if the participant is a minor/ or the person you are legal guardian of) will not become infected with COVID-19. Further, attending the Activities could increase your (or your child, if participant is a minor/ or the person you are legal guardian of) risk of contracting COVID-19, despite all preventative measures put in place. A daily verbal Attestation check will be performed at the venue

By signing this document,

- 1) I acknowledge the highly contagious nature of COVID-19 and I voluntarily assume the risk that I (or my child, if the participant is a minor/ or the person I am legal guardian of) could be exposed or infected by COVID-19 by participating in Kingston Yacht Club activities. Being exposed or infected by COVID-19 may particularly lead to injuries, diseases or other illnesses.
- 2) I declare that I (or my child, if the participant is a minor/ or the person I am legal guardian of) am participating voluntarily in Kingston Yacht Club activities.
- 3) I (or my child, if participant is a minor/ or the person I am legal guardian of) agree to the requirements and recommendations of National, Provincial and local Public health and other governmental authorities and to those special safety regulations put in place by Kingston Yacht Club as it pertains the Covid-19 Coronavirus and to adopt all necessary measures to those effects.
- 4) I (or my child, if participant is a minor/ or the person I am legal guardian of) agree that, by filling out and signing this waiver and agreeing to the terms and conditions set out in it, I am giving up my legal rights to sue Kingston Yacht Club and its officers and directors, in the event that I (or my child, if participant is a minor/ or the person I am legal guardian of), contracts the Covid-19 Coronavirus. This document will remain in effect until Kingston Yacht Club, as per the direction of the national, provincial and local government and health officials, determines that the acknowledgments in this declaration are no longer required. This document is in addition to and does not replace all other Kingston Yacht Club waivers.