

FOIL Kingston 2021

WAIVER

NOTE: THIS FORM IS A CONTRACT WITH LEGAL CONSEQUENCES. Please read it carefully.

RACING DISCLAIMER OF LIABILITY:

RRS 4 of the Racing Rules of Sailing states: "The responsibility for a boat's decision to participate in a race or to continue racing is hers alone." Sailing is by its nature an unpredictable sport and therefore inherently involves an element of risk. By taking part in the event, each competitor agrees and acknowledges that:

- a) They are aware of the inherent element of risk involved in the sport and accept responsibility for the exposure of themselves, their crew and their boat to such inherent risk whilst taking part in the event;
- b) They are responsible for the safety of themselves, their crew, their boat and their other property whether afloat or ashore;
- c) They accept responsibility for any injury, damage or loss to the extent caused by their own actions or omission;
- d) Their boat is in good order, equipped to sail in the event and they are fit to participate;
- e) The provision of a race management team, patrol boats and other officials and volunteers by the event organizers does not relieve them of their own responsibilities;
- f) The provision of patrol boat cover is limited to such assistance, particularly in extreme weather conditions, as can be practically provided in the circumstances

ASSUMPTION OF RISKS I understand and acknowledge that the recreation of boating involves many risks, dangers, and hazards. I further understand and acknowledge that the recreation of boating takes place on water where conditions are variable and unpredictable and can change without notice affecting the safety of boating and possibly resulting in serious personal injury, death or damages to property. I freely accept and assume full responsibility for all risks, dangers, and hazards as well as the possibility of personal injury, death or damages and loss resulting therefrom.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY I am a willing participant in the operation of a foiling vessel, I for myself, my heirs, next of kin, executors, personal representatives, administrators, successors and assigns, and anyone acting by or through me, hereby release and forever discharge Canadian Foiling Centre and Kingston Yacht Club, its owners, its shareholders, boat owners, instructors, teachers, trainers, maintenance team, office staff, agents, officials, employees, contractors, representatives, directors, elected and appointed officials, successors and assigns and each of them (the "Releasees") of and from any and all claims, costs, demands, damages, debts, dues, bonds, covenant, contracts, expenses, actions a courses of action, whether in statute or in equity (collectively the "Claims"), from any and all liability for any loss, damage, expense or injury including death to my person or property however caused (collectively the "Loss and Damage"), arising from or relating in any way to my participation in the operation of the foiling vessel.