



# RELEASE OF LIABILITY, WAIVER OF CLAIMS ASSUMPTION OF RISKS and INDEMNITY AGREEMENT

## PLEASE READ CAREFULLY

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING  
THE RIGHT TO SUE OR CLAIM COMPENSATION**

### **DEFINITIONS:**

1. “**Organizers**” means the Nepean Sailing Club, the National Capital Able Sail Association, the AbleSail Network of Canada, the Event Sponsors, and each of their respective directors, officers, members, committee members, employees, officials, volunteers and agents.
2. “**Event**” means all Mobility Cup 2019 activities including, without limitation, sailing, racing, training, docking, boat launch, social activities, and travel to and from locations.
3. “**NSC Facilities**” means all real and personal property used or occupied by Nepean Sailing Club including, without limitation, harbour, yard, docks, buildings, washrooms, parking and equipment.
4. “**Negligence**” means a failure to use reasonable care.

### **ASSUMPTION OF RISK:**

I am aware of the inherent risks associated with water sports, sailing, racing, boating and my use of NSC Facilities, including severe injury and death for myself and others. Risks include but are not limited to: falls, drowning, hypothermia, illness, weather, difficult conditions, collisions with other vessels or obstacles, equipment failure, failure to act safely within one’s own ability or to stay within designated areas, actions by other persons, and proximity to available medical care.

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 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:**

In consideration for my being permitted to participate in this Event and the use of NSC Facilities;

**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 NSC 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 NSC 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 NSC Facilities.

This Agreement shall be governed and interpreted solely by the laws of the Province of Ontario, with any litigation in respect hereto brought within the exclusive jurisdiction of the courts of Ontario.

**I HAVE CAREFULLY READ THIS ENTIRE AGREEMENT AND FULLY UNDERSTAND IT.**

**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 AND I SIGN IT FREELY AND OF MY OWN FREE WILL.**

<b>PARTICIPANT</b>		
Participant type: Sailor / Support Person (delete as applicable)		
_____	_____	____/____/____
Participant's Full Name (Please Print)	Participant's Signature	Date (DD/MM/YY)
_____	_____	
Witness' Full Name (Please Print)	Witness' Signature	