



RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

(a separate release must be signed for each child)

In consideration of the Kanata Sailing Club Inc (KSC) permitting _____ (the "Participant") to use its Laser or Byte class dinghies (the "Activity"), _____ (the Parent) on his/her own behalf and on behalf of the Participant agrees as follows:

A. RELEASE

The Parent, for himself/herself, and on behalf of the Participant, (collectively the "Releasers"), release and KSC, its directors, members and employees, (collectively the "Releasees"), from any and all claims, liabilities and demands (including medical and legal expenses and fees) which the Releasers (or any of them) may at any time have against the Releasees (or any of them) in respect of any personal injury or death, or any damage to or loss of property, the Participant may sustain at the KSC facility, relating to the Participant's participation in the Activity or in any other way relating to the Participant's presence in or at the KSC Facility, including without limitation where such injury, death, damage or loss is due to any latent defects in the KSC Facility or KSC equipment or caused in whole or in part by the negligence or intentional tort of the Releasees or any of them or any any medical assistance provided by the Releasees, or any of them.

B. ASSUMPTION OF RISK

1. The Parent, for and on behalf of the Participant, acknowledges and agrees that the Participant's participation in the Activity is purely voluntary.

2. The Parent and the Participant are aware of and understand the inherent risks and dangers of the Activity and the Participant's participation therein and the potential for injury which exists in connection therewith. The Parent, on his or her own behalf and on behalf of the Participant, assumes full responsibility for, and all risks associated with the Activity and the Participant's participation in it including:

- (a) all risks of personal injury or death or
- (b) damage to or loss of property,

including those risks based upon, or relating to, any lack of skill of the Participant or any other participant in the Activity or at the KSC Facility or caused in whole or in part by the negligence or intentional tort of the Releasees or any of them.

3. The Parent, on his or her own behalf and on behalf of the Participant understands and agrees that in the event of injury to the Participant:

(a) none of the Releasees will be responsible for any decisions relating to the Participant's medical treatment or the medical treatment itself; and

(b) without limitaton, the Releasees will not be obligated to assist and where the Releasees (or any of them) do provide such assistance, the Releasees will have no liability whatsoever in connection therewith.

C. INDEMNIFICATION AND GENERAL



1. The Participant agrees to ensure that the Participant abides by the rules, regulations, policies and procedures of the Facility as such may be established from time to time by KSC and agrees to use the KSC Facility and equipment in a manner consistent with its intended use and application.

2. Without limitation,

- (a) the Parent acknowledges that the KSC provides no supervision or monitoring of KSC members participating in the Activity (including on-water rescue)
- (b) the Parent agrees that it is his or her sole responsibility to supervise and monitor the Participant at all times while the Participant is at the KSC Facility or engaging in the Activity and that the Participant will be so supervised and monitored whenever at the KSC Facility and engaging in the Activity.
- (c) the Parent will not permit the Participant to use any KSC sailboats or sailboards other than the Byte and Laser class dinghies catamarans except when accompanied by a Parent who possesses a KSC Red or Blue Tag and will not permit the Participant to use the KSC dinghies accompanied by anyone other than a member of the Participant's immediate family who also holds a KSC Blue or Red Tag or another KSC member.
- (d) the Parent agrees to indemnify and save harmless KSC for and against all claims, liabilities and demands made against KSC by any third party arising from the act or omission (including negligence) or the Participant.
- (e) the Parent agrees that should the Participant cause any willful or negligent damage to any property of KSC (including any damage to the KSC fleet of dinghies and catamarans, KSC powerboats or KSC facilities), the Parent will be responsible for all repair or replacement costs. Damage which is accidental or the result of normal wear and tear is not covered by this indemnity.
- (f) a KSC Instructor or a board director of KSC may, at any time, deny the Participant permission to use a KSC Laser or Byte class dinghy where, in his or her opinion, weather or water conditions are such as to make the Participant's use of KSC equipment dangerous.

3. The Parent acknowledges:

- (a) having been given full opportunity to read this Release before signing it;
- (b) having had full opportunity to ask any questions regarding the Activity or the Facility;
- (c) having read and understood this; and
- (d) having been given the opportunity to review this Release with anyone of his/her choice including a lawyer.

4. The Parent states that the Participant is in good physical condition, is physically fit to participate in the Activity and is not subject to any medical condition that may pose any risk of harm or disability to the Participant or others.

5. This Release shall be governed by the applicable laws of Ontario and of Canada



6. This Release is meant to be liberally construed to protect those entities and individuals listed above to the fullest extent allowed by law. Any provision hereof held to be unenforceable shall be deemed to be deleted and severed herefrom, with the remaining provisions remaining in full force and effect.

Parent/Guardian Signature:

Date:

Witness Signature:

Date:
