



RELEASE OF LIABILITY, WAIVER OF CLAIMS ASSUMPTION OF RISKS, LOAN AGREEMENT 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 and Event Sponsors and each of their respective directors, officers, members, committee members, employees, officials, volunteers and agents.
2. **“Event”** means all Dinghy rental program 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 and Sailing Instructions, 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.

LOAN AGREEMENT

Skipper shall be certified for this program. There are 2 levels of skipper certification: Restricted, Open. Certification will be revoked if the skipper does not comply with the program guidelines.

Restricted status

Requirement: Sail Canada CANSail 2 or equivalent experience.

Basic Cruising is not equivalent experience, because it does not include small boat sailing or capsize-recovery.

Skippers with Restricted status shall sail according to their ability, shall not sail in average wind speed more than 9 knots, shall not sail further from harbour than the bifurcation mark at end of NSC channel approximately 1.5km from NSC, shall not use trapeze or spinnaker.

Open status

Requirement: Sail Canada CANSail 3 or equivalent experience.

Skippers with Open status shall sail according to their ability on the part of the Ottawa River that is navigable from NSC.

Equivalent experience will be judged by NSC sailing staff or the program director.

Date orientation attended: - _____

PROGRAM GUIDELINES

I am aware each participant shall wear a personal flotation device adequate for the conditions. Wet suits and dry suits are not personal flotation devices.

I will not use boats for regattas or races through this program.

I understand all skippers must report any damage sustained while using the boat immediately to the Fleet Captain.

I will abide by all provincial and federal laws while operating the vessel.

I understand boats shall not be trailered.

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.

Skipper Waiver and Loan Agreement_____
Skipper's Full Name (Please Print)_____
Skipper's Signature:____/____/____
Date (DD/MM/YY):_____
Witness' Full Name (Please Print)_____
Witness' Signature:**TO BE COMPLETED BY NSC DIRECTOR:**

Status assigned (please circle): RESTRICTED OPEN REJECTED

Fleet Captain/ Sail Training Director_____
Signature____/____/____
Date (DD/MM/YY):