



## TGSC SailOut Participant Waiver of Liability

### Liability Waiver & Assumption of Risk

I, \_\_\_\_\_ understand and hereby agree that sailing include activities on land and on water (all of which are the “boating activities”) that involved certain risks and dangers incidental thereto. Risks include, but are not limited to, injury from collision with another vessel or stationary objects and from the malfunctioning of equipment and injury or drowning, as a result of capsizing or being swamped by waves from passing vessels or adverse weather. Such risks are increased when the air or water temperature is low creating the risk of hypothermia. I also understand that the physical exertion of the boating activities can result in injury or death. I further agree and acknowledge that:

- I am responsible for being medically fit to engage in the activity of sailing and I confirm that I can swim and that I am in good health and do not suffer from a heart condition or other ailment that could be exacerbated by the exertion involved in sailing.
- I agree to be bound by the rules established by the Toronto Gay Sailing Club (hereafter “TGSC”) and/or Sail Canada, and/or Ontario Sailing and/or any yacht club or marina where a TGSC member is departing from and returning to (hereafter “Sailboat Owner’s Yacht Club”).

In spite of and fully understanding such risks and other risks not expressly stated I wish to participate in the boating activities with the Toronto Gay Sailing Club and hereby assume all the risks of doing so.

In consideration of the Toronto Gay Sailing Club, Sail Canada and Ontario Sailing and any Sailboat Owner’s Yacht Club agreeing to allow me to participate in the boating activities accompanied, using the Toronto Gay Sailing Club members’ private sailboat, as well as Sailboat Owner’s Yacht Club permitting my use of club facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree not to hold the the Toronto Gay Sailing Club and it’s participating volunteer members and sailboat boat owners, Sailboat Owner’s Yacht Club, Sail Canada or Ontario Sailing, their directors, officers, employees, agents, coaches, independent contractors, subcontractors and representatives, all of whom are herein after referred to as the “Releasees”, liable for my personal injury, death, and/or property loss, and;

TO WAIVE ANY AND ALL CLAIMS THAT I HAVE OR MAY HAVE IN THE FUTURE AGAINST THE RELEASEES AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage expense or injury including death that I may suffer or that my kin may suffer as a result of my participation in the boating activities, on land or on water, due to any cause whatsoever, including NEGLIGENCE, BREACH OF CONTRACT, BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE INCLUDING ANY DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT ON THE PART OF THE RELEASES AND FURTHER, INCLUDING FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD AND PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE BOATING ACTIVITIES REFERRED TO ABOVE.

I agree to hold harmless and to indemnify the Releasees from any and all liability for any property damage or personal injury to any third party resulting from my participation in the boating activities. I



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agree that this agreement shall be binding upon my heirs, next of kin, executors, administrators and assigns in the event of my death. In entering into this agreement, I am not relying on an oral or written representation or statements made by the Releasees with respect to the safety of the boating activities other than as set forth in this agreement.

I have read and understood this agreement and I am aware that by signing this agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, and assigns may have against the Releasees.

### **Photo Release**

I give permission for images of myself to be used by the Toronto Gay Sailing Club

Participant Name: \_\_\_\_\_

Participant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Parent/Guardian if Participant is less than 18 years old: