



Cobourg Yacht Club (CYC)

Liability Waiver & Assumption of Risk

I understand and hereby agree that sailing includes activities on land and on water (all of which are “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, including preparing the boat, can result in injury or death. I understand that the inherent nature of being around the water and boats has risks such as slippery docks. I further agree and acknowledge for myself and/or my minor child(ren)/wards:

I am responsible for being medically fit to engage in the activity of sailing.

I agree to be bound by the rules established by the Cobourg Yacht Club.

In spite of and fully understanding such risks and other risks not expressly stated I/we wish to participate in the boating activities at the Cobourg Yacht Club and hereby assume all the risks of doing so.

In consideration of the Cobourg Yacht Club, agreeing to allow us to participate in the boating activities accompanied or unaccompanied (meaning with or without a safety/coach boat), using the host site’s public equipment and permitting the 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 Cobourg Yacht Club, Ontario Sailing, their directors, officers, employees, agents, coaches, independent contractors, subcontractors and representatives, all of whom are hereinafter referred to as the “Releasees”, liable for our 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



Cobourg Yacht Club (CYC)

Liability Waiver & Assumption of Risk continued

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 our participation in the boating activities. I 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.