

Port Credit Yacht Club

PLEASE READ CAREFULLY RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND ASSUMPTION OF RISKS

In consideration for allowing me, my vessel and my crew to participate in PCYC events and activities, I hereby warrant and agree that:

1. I am familiar with and accept that there are risk of serious injury and death in participation in competitive sailboat racing;
2. I and my crew are physically and mentally able to participate in all races in which I enter;
3. My boat and its equipment are fit and appropriate for competition and I and my crew are familiar with the location and use of all safety equipment;
4. I agree to abide by all applicable rules for participation, including the PCYC Notice of Race and General Sailing Instructions, the Racing Ruled of Sailing and specifically Rule 4, Decision to Race, as well as general marine law; and
5. **I agree that at all times the sole responsibility for my personal safety, and the safety of my crew, remains with me as skipper of the competing sailboat.**

And, I understand and agree, on behalf of myself, my heirs, assigns, personal representatives and next of kin that my execution of this document constitutes:

- (a) AN UNQUALIFIED ASSUMPTION BY ME OF ALL RISKS associated with my participation and that of my boat and crew in the 2011 PCYC Racing Events, even if arising from negligence of the Port Credit Yacht Club ("PCYC"), or any person or persons associated therewith;
- (b) A FULL AND FINAL REALEASE AND WAIVER OF LIABILITY AND ALL CLAIMS that I have or may have in future against PCYC or any of its directors, officers, employees, contractors, agents, representatives, and volunteers, (all of whom are collectively referred to as "the Releasees") from any and all liability for any loss, damage, injury or expense that I, my crew or my boat may suffer as a result of our participation in any of the 2011 PCYC Racing Events, due to any cause whatsoever, including negligence or breach of any statutory or other duty of care on the part of the Releasees;
- (c) AN AGREEMENT NOT TO SUE THE REALEASEES for any loss, injury, cost or damages of any form or type, howsoever caused or arising , and whether directly or indirectly, from my participation, and that of my crew and my boat, in any of 2011 PCYC Racing Events;
- (d) AN AGREEMENT that this document be governed by laws, and in the courts, of the Province of Ontario

I HAVE READ AND UNDERSTAND THIS AGREEMENT.

SIGNED _____ 2011 at _____ Ontario.
(date) (city)

_____/_____/_____
Boat Name Signature of Owner (s) Printed name of Owner (s)

_____/_____
Signature of Parent or Guardian Printed Name of Parent/ Guardian
(for any participant under eighteen years of age)

_____/_____
Witness to Above Signatures Printed Name of Witness