

**RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT**  
**KANATA SAILING CLUB** **1.3**

In consideration of the participation of (PLEASE PRINT FULL NAME) \_\_\_\_\_ (the "Participant") in **Membership and associated activities** (the "Activity") at **Kanata Sailing Club**, 6<sup>th</sup> Line Road, Ottawa, (Kanata), Ontario, (the "Facility"), on or after \_\_\_\_\_ hereby agrees as follows:

**RELEASE**

Participants must be eighteen years of age or over. Any minors are the full responsibility of the Participant under this agreement. Each of the Participants, for itself and on behalf of its personal representatives, executors, administrators, heirs, next of kin, successors and assigns, (collectively the "Releasors"), hereby remise, release and forever discharge **Kanata Sailing Club ("KSC")**, its affiliates and related entities, as well as each of the shareholders, directors, officers, employees, agents, representatives and promoters thereof, and the organizers and/or promoters and/or sponsors and/or advertisers of the Activity, (collectively the "Releasees"), from any and all demands, loss, liability, costs, damage, expenses (including but not limited to legal expenses and fees), actions, causes of action, suits and claims of any nature whatsoever which the Releasors (or any of them) may at any time have against the Releasees (or any of them), directly or indirectly by reason of, in respect of, connected with or arising out of:

- (a) any personal injury or death, or any damage to or loss of property, the Participant may sustain at or on the way to or from the Facility, in any way relating to the Participant's participation in the Activity or part thereof, and/or in any way relating to the Participant's presence in or at the Facility, including without limitation where such injury, death, damage or loss is due to any latent defects in the Facility or the equipment therein or may be, or be alleged to be, caused in whole or in part by the negligence or intentional tort of the Releasees or any of them or of anyone employed/contracted by or associated with KSC or the Facility or of any other participant;
- (b) the use of the Participant's photograph, name, likeness or other identification under section B.4 of this agreement; and
- (c) any medical assistance provided by the Releasees, or any of them, as referenced in section B.3 of this agreement.

**ASSUMPTION OF RISK**

1. The Participant acknowledges and agrees that the Participant's participation in the Activity is purely voluntary.
2. The Participant is aware of and understands 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 Participant hereby assumes full responsibility for, and all risks associated with, the Activity and the Participant's participation therein including without limitation the following:
  - (a) all health, physical and legal risks; and
  - (b) all risks of personal injury or death or damage to or loss of property, including without limitation those based upon, or relating to, any lack of skill of the Participant or any other participant in the Activity or at the Facility or caused in whole or in part by the negligence or intentional tort of the Releasees or any of them or of anyone employed/contracted by or associated with KSC or the Facility or of any other participant.
3. 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 limiting the generality of the foregoing, the Releasees will not be obligated to assist, nor are the Releasees (or any of them) qualified medical professionals and where the Releasees (or any of them) do provide such assistance, the Releasees shall have no liability whatsoever in connection therewith.
4. By participating in the Activity, each of the Participant grants its permission to the Releasees (and any of them) to take photographs of the Participant and/or to use the Participant's name, likeness or any other identification for advertising, marketing, publicity, instructional or other purposes in connection with the Activity and/or the Facility and/or any related activity of any of the Releasees, in any medium, at any time and from time to time, without compensation and without right of prior review or approval by the Participant (except where prohibited by law).

**GENERAL**

1. The Participant agrees to abide by the rules, regulations, policies and procedures of the Facility as such may be established from time to time by Facility management and/or owners and agree to use the Facility and equipment therein in a manner consistent with its intended use and application. Refer to the KSC website ([www.kanatasailingclub.com](http://www.kanatasailingclub.com)) for a current and detailed list of club rules.
2. The Participant acknowledges:
  - (a) having been given full opportunity to read this agreement 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 agreement with anyone of his/her choice including a lawyer.
3. The Participant 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. Further, the Participant, covenants and agrees that, in participating in the Activity, the Participant shall not at any time do so while under the influence of any medication or drug which may impair its ability or judgment.
4. This agreement shall be governed by the laws of Ontario and the laws of Canada applicable therein.
5. This agreement 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.

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness' Signature: \_\_\_\_\_ Date: \_\_\_\_\_