



**PARENT/GUARDIAN  
ACKNOWLEDGEMENT AND ACCEPTANCE OF RISKS  
For all sailors and support personnel under the age of  
18**

Event: **WASZP Americas Championship**

Name of (minor) sailor or support person:

\_\_\_\_\_

Class: \_\_\_\_\_

Sail number: \_\_\_\_\_

**REMINDER: RRS 3 OF THE RACING RULES OF SAILING STATES: "THE RESPONSIBILITY FOR A BOAT'S DECISION TO PARTICIPATE IN A RACE OR TO CONTINUE RACING IS HERS ALONE."**

This document is to be signed by the parent or guardian of any sailor or support person under the age of 18 (the "Participant" or the "Minor".) Support personnel or support person means any person registered in that capacity with the Organization for the Event, including team leaders, coaches, parents and other such persons who are acting in support of a sailor.

In consideration of the Minor's participation in the event described above (the "Event") hosted by CORK/Sail Kingston Inc. (the "Organization"), I (and my heirs and any legal and personal representatives, executors, administrators, successors, and assigns), agree to the following (the "Agreement"):

**BY SIGNING THIS DOCUMENT, YOU ARE ACKNOWLEDGING AND ACCEPTING ALL OF THE RISKS INHERENT IN THE MINOR'S PARTICIPATION IN THE EVENT, WHETHER ON OR OFF THE WATER.**

1. **RULES AND REGULATIONS:** I agree that the Participant will abide by the rules, regulations, and policies of the Organization (and of any class or sailing association whose rules govern the Event), including any and all COVID-19 related safety measures required by the Organization.
2. **CERTAIN REPRESENTATIONS:** I am the parent or legal guardian of this Participant; said Participant is fit and competent to take part in the Event; their boat is in good order and equipped to participate; the provision of a race management team, patrol boats and other officials and volunteers by the Event organizers does not relieve the Participant or me of their or my own responsibilities; the provision of patrol boat cover is limited to such assistance, particularly in extreme weather conditions, as can be practically provided in the circumstances.

3. DRUG TESTING: I consent to the Minor participating in drug testing procedures and, if asked, providing a urine sample under observation for analysis at an accredited laboratory.
4. ACKNOWLEDGMENT OF RISK: I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of sailing and attendance at an Event, and that participation in any Event involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), hypothermia (cold water and air), concussion, sickness, trauma, permanent disability, paralysis and death; loss of or damage to personal property; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants or natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; participants of varying skill levels; situations beyond the immediate control of the Event organizers and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers (“Risks”). .
5. **ASSUMPTION OF RISK: I understand that Risks may be caused in whole or in part or result directly or indirectly from the negligence of the Participant’s own actions or inactions, the actions or inactions of others participating in the Event, and I voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that the Participant incurs as a result of their participation in the Event, whether on or off the water. I also agree to be responsible for any injury or damage caused by the Participant at the Event.**
6. CONFIRMATION RELATED TO CONCUSSION AWARENESS: I have read an Ontario Ministry Approved Concussion Awareness Resource: <https://ontariosailing.ca/concussion-information/> and have reviewed, and committed to, the applicable Ontario Sailing Concussion Code of Conduct
7. USE OF PHOTO AND VIDEO: I give absolute right and permission to the Organization and its agents for any photograph and video footage taken of the Participant or the boat they are sailing during the Event to be published in any media whatsoever, for either editorial or advertising purposes or to be used in press information, without compensation.
8. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE: This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.
9. APPLICABLE LAW AND JURISDICTION: This Agreement shall be governed by the laws of Ontario (and the laws of Canada applicable therein). The parties expressly submit to the exclusive jurisdiction of the courts of Ontario as regards any matter arising from this Agreement and/or participation in the Event.

During the event (**please tick one**):

[ ] I will be responsible for the Minor throughout the event, and during the time the Minor is afloat I will be available at the event venue (either on land or on the water).

[ ] I appoint the person named below, who has agreed to act in loco parentis, to be responsible for the Minor throughout the event. During the time the Minor is afloat the person acting in loco parentis will be available at the event venue (either on land or on the water). IF A PERSON IS TO ACT IN LOCO PARENTIS PLEASE COMPLETE THE BOX BELOW AND HAVE THAT PERSON SIGN WHERE INDICATED

**I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ACKNOWLEDGEMENT AND ASSUMPTION OF RISK.**

By signing below, I accept and agree to the terms and conditions of this Agreement in connection with participation by the Minor in the Event.

Name of Parent/Guardian: \_\_\_\_\_

Address: \_\_\_\_\_ telephone/mobile: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_

Date \_\_\_\_\_

**IF APPLICABLE PLEASE COMPLETE AND HAVE THE PERSON APPOINTED TO ACT IN LOCO PARENTIS SIGN BELOW**

In consideration of allowing the Minor to participate in the Event I agree to act in loco parentis to the Minor and agree and acknowledge that:

- the Minor will abide by the rules, regulations, and policies of the Organization (and of any class or sailing association whose rules govern the Event), including any and all COVID-19 related safety measures required by the Organization, and
- I will be responsible for the Minor throughout the event, and during the time that he/she is afloat

I will be available at the event venue (either on land or on the water).

Name of person appointed to act in loco parentis:

\_\_\_\_\_

telephone/mobile: \_\_\_\_\_

Signature of person acting in loco parentis \_\_\_\_\_ Date

\_\_\_\_\_