



WAIVER AND RELEASE OF LIABILITY
For all sailors and support personnel 18 years of age or older

Event: **WASZP Americas Championship**

Name of sailor or support person signing below:

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."

BY SIGNING THIS DOCUMENT, YOU ARE RELEASING CORK AND ITS PERSONNEL FROM ANY AND ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, WHETHER ON OR OFF THE WATER, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE

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 my 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"):

1. **RULES AND REGULATIONS:** I agree to abide by the rules, regulations, and policies of the Organization (and of any class or sailing association whose rules govern the Event), including all COVID-19 related safety measures required by the Organization.
2. **CERTAIN REPRESENTATIONS:** My boat is in good order, equipped to participate in the Event and I am fit to participate; the provision of a race management team, patrol boats and other officials and volunteers by the Event organizers does not relieve me of 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. **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"**).
4. **ASSUMPTION OF RISK:** I understand that Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in the Event, or the negligent acts or omissions of the Released Parties (defined below), and I voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in the Event. I also agree to be responsible for any injury or damage caused by me or any agents under my direction and control at any Event.
5. **RELEASE** I release from liability and waive any claims against the Organization, together with its officers, directors, employees, volunteers and agents (the **"Released Parties"**), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs and reasonable attorney fees) of any kind or nature (**"Liability"**) which may arise out of, result from, or relate in any way to my participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties, whether passive or active.
6. **CONFIRMATION RELATED TO CONCUSSION AWARENESS:** [Applicable only to those under the age of 26] 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 myself or the boat I am 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 my participation in the Event.

I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE, AND WAIVER FROM LIABILITY.

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

Participant Signature: _____ Date: _____