

# RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

(hereinafter this "Agreement")

**BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION. PLEASE READ CAREFULLY!**

**TO: FANSHAWE YACHT CLUB ("FYC")** and its directors, officers, employees, instructors, assistant instructors, guides, leaders, members, trip leaders, volunteers, agents, independent contractors, subcontractors, representatives, successors and assigns, and other individuals and organizations participating in or connected with the Activities as defined below (hereinafter collectively referred to as the "**Releasees**").

**RE: PARTICIPATION IN FYC ACTIVITIES**

**MEMBERSHIP YEAR:** \_\_\_\_\_

In consideration of FYC permitting the individual named below ("**I**" or "**me**") to participate in the Activities (as hereinafter defined), and for other good and valuable consideration, I agree to all the terms and conditions set forth in this Agreement:

**DEFINITIONS:** In this Agreement, "**Activities**" shall mean any activities, accommodation, transportation, events or services provided, arranged, organized, conducted, sponsored or authorized by FYC and the other Releasees, where applicable, at FYC's premises and facilities located at Fanshawe Conservation Area during the membership year set out above, including (but not limited to): sailing, paddling, boating and other forms of water activities; rental or use of boats or other equipment; demonstrations; orientational and instructional courses; and other activities, events and services in any way connected with or related to the foregoing.

**ASSUMPTION OF RISKS (SAILING, WEATHER, SICKNESS, ETC.):** I am aware and understand that participating in the Activities involves many risks, dangers and hazards, including but not limited to the risk of serious injury, illness, death or property damage. I am also aware and understand that during the activities, I may come into close contact with other participants in the Activities and/or the Releasees and may contract an illness (such as influenza or COVID-19). I acknowledge that weather and conditions can change quickly, and that the Releasees may not be able to accurately predict or determine whether the conditions will be safe for the activities at any given time. I further acknowledge that the areas used for the Activities are shared with other users of Fanshawe Conservation Area and that FYC does not mark, inspect, supervise or otherwise control these areas. I am aware that the Activities may not be supervised and that rescue or assistance may not be available, and as a result I must be prepared to perform self-rescue. I **FREELY ACCEPT AND FULLY ASSUME ANY AND ALL OF THE RISKS INVOLVED AND THE POSSIBILITY OF INJURY, ILLNESS, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

**RELEASE:** I hereby expressly waive and release any and all claims which I have or may in the future have against the Releasees on account of injury, illness, death or property damage arising out of or attributable to my participation in the Activities, due to any cause whatsoever, including without limitation the negligence of FYC or any other Releasee, breach of contract, or breach of any statutory or other duty of care (including any duty of care owed under any applicable occupiers liability legislation on the part of the Releasees or otherwise). I covenant not to make or bring any such claim against FYC or any other Releasee, and forever release and discharge the FYC and all other Releasees from liability under such claims. I understand that negligence includes failure on the part of the Releasees to take reasonable steps to safeguard or protect me from or warn me of the risks, dangers and hazards of participating in the Activities.

**INDEMNITY:** I shall defend, indemnify, and hold harmless the Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, fees, and the costs of enforcing

any right to indemnification under this Agreement, incurred by/awarded against FYC or any other Releasees, arising out or resulting from any claim of a third party related to my participation in the Activities.

**GENERAL:**

1. This Agreement constitutes the entire agreement of FYC and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. In entering into this Agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in the Activities, other than what is set forth in this Agreement.
2. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
3. This Agreement is binding on and shall enure to the benefit of me and my heirs and next-of-kin, and FYC and its successors and assigns.
4. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any claim or cause of action arising under this Agreement may be brought only in the courts of the Province of Ontario, and I hereby consent to the exclusive jurisdiction of such courts.

**I CONFIRM THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE THE RELEASEES.**

|                                   |                                                                                 |
|-----------------------------------|---------------------------------------------------------------------------------|
| <b>Date (dd/mm/yyyy):</b>         |                                                                                 |
| <b>Name of Participant:</b>       | <b>Signature of Participant:<br/>(if participant is at least 18 years old):</b> |
| <b>Name of Witness:</b>           | <b>Signature of Witness:</b>                                                    |
| <b>Name of Emergency Contact:</b> | <b>Phone Number of Emergency Contact:</b>                                       |

**IF PARTICIPANT IS A MINOR: I am the parent or legal guardian of the minor named above. I have the legal right to consent and, by signing below, I hereby do consent to the terms and conditions of this Agreement.**

|                                                      |                                                           |
|------------------------------------------------------|-----------------------------------------------------------|
| <b>Date (dd/mm/yyyy):</b>                            |                                                           |
| <b>Name of Parent/Legal Guardian of Participant:</b> | <b>Signature of Parent/Legal Guardian of Participant:</b> |
| <b>Name of Witness:</b>                              | <b>Signature of Witness:</b>                              |