

Liability waiver

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISK AGREEMENT

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISK AGREEMENT (hereinafter referred to as the "Release Agreement") RELEASEES: BC Sailing Association (BC Sailing), North Okanagan Sailing Association (NOSA), the City of Veernon, the Okanagan Landing Association (OKLA), their respective organizations, affiliates, agents, representatives, directors, officers, employees, contractors, instructors and volunteers.

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT. PLEASE READ CAREFULLY! Sailing is physically demanding, requires the ability to swim and may be stressful. It is the responsibility of participants to be fit for the training. Participants who have any doubt about their ability to participate safely should consult their doctor and obtain a medical certificate before participating. Assumption of Risks Risks and hazards include, but are not limited to, common near-water and in-the-water hazards, slips, falls, physical and mental stress, over-exertion and conditions associated with over-exertion, immersion shock, hypothermia, equipment malfunction, entanglement in or being struck by safety equipment or boat components, action or inaction by other participants, drowning, death and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREIN.

In consideration of the RELEASEES agreeing to my participation in the activities and permitting my use of their equipment, parking and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows: TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the RELEASEES AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of my participation in the activities DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, C. 337 ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES.

I acknowledge that I will not operate the boat winch unless I have been trained and I understand how to safely operate the boat winch and I have read and fully understand the safety instructions.