

WHISTLER SAILING ASSOCIATION (WSA)

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MINOR (UNDER 19 YEARS OF AGE)

RELEASE OF LIABILITY, WAIVER OF CLAIMS, INFORMATION,
CONSENT, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

BY SIGNING THIS YOU AND YOUR CHILD / WARD WILL WAIVE
CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM
COMPENSATION FOLLOWING AN INJURY OR ACCIDENT

PLEASE READ CAREFULLY!!!

To: Whistler Sailing Association (the "WSA"), The Resort Municipality of Whistler (the "RMOW"), and their directors, officers, partners, agents, representatives, employees, coaches, volunteers, members, participants, spectators, independent contractors, subcontractors, sponsors, successors and assigns (collectively the "Releasees").

DEFINITIONS

In this Agreement the term "Sailing Programs" shall include all activities, events, classes and services provided, sponsored or organized by the WSA or available at the RMOW's and the WSA's facilities, including but not limited to: sailing, paddling, windsurfing, other related activities, and any associated orientation, learning, teaching, racing, celebrating, and usage or rental or repair/maintenance of equipment & facilities.

ASSUMPTION OF RISKS

I am the parent/guardian of the participant and have full legal responsibility for the decisions of that participant. I believe my child/ward is physically, emotionally and mentally able to participate in the Sailing Programs, and is doing so voluntarily and willingly.

I am aware that my child/ward's participation in the Sailing Programs involves many risks, dangers, and hazards, which could result in damage, loss, serious physical injury or death to my child/ward. Some of these risks, dangers and hazards include, but are not limited to:

- Health: sun or heat stroke, dehydration, fatigue, hypothermia, lack of fitness or conditioning, drowning, traumatic injury, bacterial infections and rashes, and the transmission of communicable diseases, including viruses of all kinds;
- Premises: defective, dangerous or unsafe condition of the facilities; falls, collisions with objects, walls, pilings, buoys, docks, other watercraft, equipment or persons; dangerous, unsafe, or irregular conditions of water, roads, race courses or other facilities, extreme weather conditions; travel to and from facilities;
- Use of Equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Releasees to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipment within my own ability;
- Contact: I acknowledge that contact with booms and other parts of watercraft and other equipment, or other persons, whether intentional or unintentional, does occur within the Sailing Programs, and may lead to bodily injury, including but not limited to concussions and/or brain injury, or serious spinal injury;
- Advice: negligent advice regarding the Sailing Programs;
- My child/ward's conduct and the conduct of other persons including any physical altercation between participants: I acknowledge that such conduct, including my negligence and negligence of other persons, including NEGLIGENCE ON THE PART OF THE RELEASEES, may increase the risk of damage, loss, personal injury or death. I understand that the Releasees may fail to safeguard or protect my child/ward from the risks, dangers and hazards of the Sailing Programs, some of which are referred to above.

PERSONAL INFORMATION AND IMAGES

I acknowledge and grant the WSA the unrestricted right to collect, use and disclose my personal information and that of my child/ward, including my and my child/ward's name, image and likeness in all forms of media, for any purpose reasonably related to the administration, management and promotion of the Sailing Programs.

(cont'd over)

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing my child/ward to participate in the Sailing Programs, use their equipment and facilities, and provide their Sailing Programs, and for 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 or my child/ward 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, my child/ward or my next-of-kin may suffer as a result of my child/ward's participation in the Sailing Programs DUE TO ANY CAUSE WHATSOEVER, including but not limited to:

- negligence on the part of the Releasees;
- breach of contract by the Releasees, including a breach of the WSA's Privacy Policy;
- breach of warranty on the part of the Releasees in respect of the design, manufacture, selection, installation, maintenance or adjustment of equipment;
- 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. 303, on the part of the Releasees; and
- the failure on the part of the Releasees to safeguard or protect my child/ward from the risks, dangers and hazards of the Sailing Programs, some of which are referred to in the Assumption of Risks section of this Agreement.

TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage, loss, expense or injury to any third party resulting from my child/ward's participation in the Sailing Programs DUE TO ANY CAUSE WHATSOEVER, including but not limited to:

- negligence on the part of the Releasees;
- breach of contract by the Releasees, including a breach of the WSA's Privacy Policy;
- breach of warranty on the part of the Releasees in respect of the design, manufacture, selection, installation, maintenance or adjustment of equipment;
- 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. 303, on the part of the Releasees; and
- the failure on the part of the Releasees to safeguard or protect my child/ward from the risks, dangers and hazards of the Sailing Programs, some of which are referred to in the Assumption of Risks section of this Agreement.

TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage, loss, expense, or injury to any third party resulting from my participation in the Sailing Programs.

Despite the risks, dangers and hazards of the Sailing Programs, and fully understanding such risks, dangers and hazards, I wish my child/ward to participate in the Sailing Programs with the WSA and at the RMOV'S and WSA's facilities and elsewhere, and I FREELY ACCEPT AND FULLY ASSUME all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting therefrom.

This Agreement shall be effective and binding upon my and my child/ward's heirs, next-of-kin, executors, administrators, assigns and representatives, in the event of my child/ward's death or incapacity.

SAFETY: In entering into this Agreement neither I nor my child/ward is relying on any oral, visual or written representations or statements made by the Releasees with respect to the safety of the Sailing Programs other than what is set forth in this Agreement.

INSURANCE: Though the RMOV and the WSA carry insurance I acknowledge that should my child/ward become injured or cause personal injury or property damage to any third party while participating in the Sailing Programs, I and my ward/child are unlikely to be entitled to insurance coverage under their insurance policies.

JURISDICTION: This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and be interpreted solely in accordance with the laws of the Province of British Columbia, and I and my child/ward agree to attorn solely to the jurisdiction of the Courts of the Province of British Columbia. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

BY EXECUTING THIS FORM, WHETHER ON-LINE OR BY SIGNATURE, I AGREE THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE PARTICIPANT, COACH OR VOLUNTEER WHO WILL BE PARTICIPATING IN THE SAILING PROGRAMS, I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND THE WSA'S POLICIES AND AGREE THAT MY CHILD/WARD AND I WILL BE BOUND BY THIS AGREEMENT AND THE WSA'S POLICIES. BOTH I AND MY CHILD/WARD ARE WAIVING CERTAIN LEGAL RIGHTS WHICH I AND MY CHILD/WARD'S HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Participant's Name: _____

Parent/Guardian's Name: _____

Parent/Guardian's Signature: _____

Dated: _____, 2021 Witness Name & Signature: _____