

# Yacht Club Keelboat Usage Waiver and Release of Liability

06/2024

## 1. Acknowledgment of Risk

I, the undersigned, acknowledge that participating in sailing and using a keelboat involves inherent risks and dangers, including but not limited to:

- Adverse weather conditions
- Capsizing or sinking
- Collisions with other vessels or objects
- Equipment failure
- Personal injury, drowning or death.

I understand these risks and voluntarily choose to participate in sailing activities.

## 2. Assumption of Responsibility

I agree to take full responsibility for my own safety and the safety of others while using the keelboat. This includes, but is not limited to:

- Wearing appropriate personal flotation devices at all times
- Ensuring the keelboat is in proper working condition before use.
- Complying with all yacht club rules and regulations.
- Avoiding reckless or irresponsible behavior (no driving under the influence).
- Reporting any damage to the vessel (not necessarily caused by you).

## 3. Waiver and Release of Liability

In consideration of being permitted to use the keelboat, I hereby release, waive, discharge, and covenant not to sue The Pointe-Claire Yacht Club, its officers, directors, employees, agents, and volunteers (collectively referred to as "the Club") from any and all liability, claims, demands, actions, or causes of action arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or my property while using the keelboat, whether caused by the negligence of the Club or otherwise.

## 4. Indemnification

I agree to indemnify and hold harmless the Club from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, brought as a result of my involvement in sailing activities and to reimburse them for any such expenses incurred.

## 5. Medical Treatment

I give my consent to receive any emergency medical treatment that may be deemed necessary in the event of injury, accident, and/or illness during my participation in sailing activities.

## 6. Certification of Competency

I certify that I have the necessary skills, knowledge, and experience to safely operate the keelboat and that I will follow all safety guidelines and instructions provided by the Club. I certify that I have been permitted to use the vessel and permitted to use it at the appropriate time slot.

## 7. Governing Law

This waiver and release shall be governed by and construed in accordance with the laws of Canada, and any legal action related to or arising out of this waiver shall be commenced exclusively in the courts of Canada.

## 8. Severability

If any portion of this waiver is held to be invalid or unenforceable, the remaining portions shall remain in full force and effect.

**By signing below, I acknowledge that I have read and understand this waiver and release of liability, and I voluntarily agree to its terms.**

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Participant's name

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Signature

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Date

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Emergency contact name

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Emergency contact number

**Please submit this form to the Pointe-Claire Yacht Club office**