

## **Peterborough Sailing Club Liability Waiver & Assumption of Risk**

I understand and hereby agree to assume all risks arising out, associated with, or otherwise related to my participation in “activities” at the Peterborough Sailing Club (PSC) including but not limited to sailing, racing, teaching the sailing school, sailing camp, volunteering, boat maintenance, engaging in other PSC activities on PSC premises and on the water. I acknowledge that sailing and associated activities have serious and inherent risks. Risks include, but are not limited to, serious bodily injury, concussion, permanent disability, paralysis and death. Such risks are increased with adverse weather conditions and when the air or water temperature is low creating the risk of hypothermia.

I am responsible for being medically fit to engage in the activity of sailing and I confirm that I can swim and that I am in good health and do not suffer from a heart condition or other ailment that could be exacerbated by the exertion involved in the sport.

I have read and agree to be bound by the rules, regulations and policies established by the PSC and fully understanding the risks and other risks not expressly stated and I wish to participate in the activities at the PSC. In consideration of the PSC, agreeing to allow us to participate in the PSC activities using the host site’s equipment and permitting use of club facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree not to hold Peterborough Sailing Club, their directors, officers, employees, agents, coaches, volunteers, independent contractors, subcontractors and representatives, all of whom are herein after referred to as the “Releasees”, liable for our personal injury, death, and/or property loss, and;

To waive any and all claims that I have or may have in the future 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 kin may suffer as a result of my participation in the “activities”, on land or on water, due to any cause whatsoever, including negligence, breach of contract, breach of any statutory or other duty of care including any duty of care under the occupiers liability act on the part of the releases and further, including failure on the part of the releasees to safeguard and protect me from the risks, dangers and hazards of the “activities” referred to above.

I agree to hold harmless and to indemnify the Releasees from any and all liability for any property damage or personal injury to any third party resulting

from our participation in the PSC activities. I agree that this agreement shall be binding upon my heirs, next of kin, executors, administrators and assigns in the event of my death. In entering into this agreement, I am not relying on an oral or written representation or statements made by the Releasees with respect to the safety of the boating activities other than as set forth in this agreement.

I have read and understood this agreement and I am aware that I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, and assigns may have against the Releasees.