

# Thornbury Yacht Club

## 2019 Racing Waiver and Release by:

NAME: \_\_\_\_\_

Names of all owners of the boat (please print): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Please Read Carefully

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

In consideration for allowing me, my vessel and my crew to participate in TYC events, I hear by warrant and agree that:

1. I am familiar with and accept that there are risk of serious injury and death in participation in competitive sailboat racing;
2. I and my crew are physically and mentally able to participate in all races in which I enter;
3. My boat and its equipment are fit and appropriate for competition and I and my crew are familiar with the location and use of all safety equipment and "Man Overboard" procedures;
4. I agree to abide by all applicable rules for participation, including the TYC Notice of Race and General Sailing Instructions, the Racing Rules of Sailing and specifically the Rule 4, Decision to Race, as well as general marine law; and
5. **I agree that all times the sole responsibility for my personal safety, and the safety of my crew and boat, remains with me as skipper of the competing sailboat.**
6. I certify that I am insured with a minimum of 2,000,000 of Liability Coverage, for all TYC sailing events.  
**And I understand and agree, on behalf of myself, my heirs, assigns, personal representatives and next of kin that my execution of this document constitutes:**
  - a. AN UNQUALIFIED ASSUMPTION BY ME OF ALL RISKS associated with my participation and that of my boat and crew in the 2018 TYC Racing Events, even if arising from negligence of the Thornbury Yacht Club ("TYC") or any person or persons associated therewith;
  - b. A FULL AND FINAL RELEASE AND WAVIER OF LABILITY AND ALL CLAIMS that I have or may have in the future against TYC or any of its directors, officers, employees, contractors, agents, representatives, sponsors, partners and volunteers, (all of whom are collectively referred to as 'the Releasees') from any and all liability for any loss, damage, injury or expense that I, my crew or my boat may suffer as a result of our participation in any of the 2018 TYC Racing Events, due to any cause whatsoever, including negligence or breach of any statutory or other duty of care on the part of the Releasees;
  - c. AN AGREEMENT NOT TO SUE THE RELEASEES for any loss, injury, cost or damage of any form or type, howsoever caused or arising and whether directly or indirectly, from my participation, and that of my crew and my boat, in any of 2018 TYC Racing Events;
  - d. AN AGREEMENT that this document be governed by laws, and in the courts, of the Province of Ontario

**I HAVE READ AND UNDERSTAND THIS AGREEMENT.**

BOAT NUMBER: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_