

DIAMOND WATERS SAILING

WAIVER

Prior to participating, all DIAMOND WATERS SAILING (DWS) participants must sign and return this waiver stating that they have read the conditions of the waiver and are aware of the risks associated with the event, and thus waive any right that they may have to any course of action against Diamond Waters Sailing, its owner, its instructors, crew and agents for illness or injury to the person(s) or loss/damage to personal property. Participants under the age of majority (19) are considered children and must have the waiver completed and signed by a participating parent or guardian.

PARTICIPATION

1. I understand that I am learning safe boating and will be required to participate as crew.

*INITIAL _____

SAFETY

2. I agree that I and my participating child(ren) will properly wear an approved personal flotation device (pfd) at all times while underway, and that I/we will follow the safety precautions and instructions prescribed by DWS instructors.

*INITIAL _____

RISK AWARENESS

3. I and my next of kin and my participating child(ren) are aware that there are risks associated with all water sports, including the sport of sailing. Certain of the risks and hazards include: docking, high winds that may cause rough water, natural forces which may result in obstacles and hazards, cold water in which extended immersion can be life-threatening, and weather that may change rapidly and be extreme, presenting significant challenges. I hereby give notice that I and my participating child(ren) are able to swim and that I voluntarily assume all risk of loss, damage, illness or injury, including death that may be sustained by me or my child(ren) to any property while engaged in said activities.

*INITIAL _____

4. Therefore, to induce DWS to accept me and my child(ren) into the Sailing Program, the undersigned agrees to hold harmless and indemnify DWS, its owner, its instructors and crew from any and all claims, losses, damages, fees and liability growing out of or in any manner related to illness or injury to a person or damage to any property arising out of or in anywise connected with the operation of DWS or any activities or the use of any equipment of DWS.

*INITIAL _____

COVID 19

5. I agree that I and my participating child(ren) will practice masking, sanitizing, good hygiene and distancing when possible, to help prevent illness such as Covid 19 according to the attached document, DWS Covid 19 Operations.

*INITIAL _____

BEHAVIOUR AGREEMENT

6. I as parent/guardian understand that I am responsible for my and my participating child(ren)'s behaviour and conduct while at DWS and will assume the obligation for expenses attributed to my and my participating child(ren)'s reckless or irresponsible behaviour.

*INITIAL _____

CONCUSSION AWARENESS

7. I am aware that concussion is a risk associated with sailing and I as parent/guardian have read the concussion awareness material appropriate for my child at: <https://ontariosailing.ca/news/updated-concussion-safe-return-to-play-policy/>.

INITIAL _____

PHOTOGRAPHIC RELEASE

8. I hereby acknowledge that I or my child(ren) may be photographed while participating in DWS activities and/or programs. I hereby unconditionally authorize DWS, at its sole discretion, to use any such photographs in brochures, flyers, web site, and any other promotional or educational materials - Optional.

INITIAL _____

* If section is not initialled, participation in the program may be denied.

In signing the foregoing release, I hereby acknowledge and represent that I have read the foregoing release, I understand it and agree to it voluntarily, that I am the full age of majority or, in the alternative, I have indicated that I am the guardian of the minor participant named, and agree that this agreement will be binding on my heirs, next of kin, executors, administrators and successors.

Date: _____ Participants' Names Parent/Guardian and children (print): _____

Participant's Signature (over 19 yrs) : _____ Witness Signature: _____

Please sign electronically (typed name is sufficient) and email to: info@diamondwaters.ca

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SAILING FOR A HEALTHY PLANET