

DINGHY USAGE WAIVER OF LIABILITY

I, _____ state and agree to the following:
Name of Participant or Adult if signing for Minor

1. I am an adult at least 18 years of age. I wish to borrow a QCYC Dinghy that is being made available by The Queen City Yacht Club ("QCYC") on the following conditions.
2. I am a competent swimmer. I have no medical or physical conditions which could interfere with my safety in this activity. I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by my borrowing and using a QCYC Dinghy from QCYC.
3. I agree to wear, or have with me while operating the QCYC Dinghy, a properly fitted and Coast Guard Canada approved Personal Flotation Device (PFD). I understand that operation of QCYC Dinghy should be undertaken only after proper instruction and training and that QCYC is not providing such training in connection with the loaning of the QCYC Dinghy. I also acknowledge and agree that the QCYC Dinghy is for the sole and exclusive use of the undersigned and may not be used by any other person. QCYC Dinghies may only be used in the inner Toronto Harbour.
4. In consideration of being permitted to borrow equipment, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of operating a QCYC Dinghy. I am aware that Dinghy sailing involves risks, dangers and hazards. I acknowledge that the QCYC Dinghy is in good operating condition and is being used as is where is condition.
5. I acknowledge that I am financially responsible for any and all damages incurred during my borrowing period. This includes any damage to private property, QCYC Dinghy, dolly and sails. I understand that I will be charged for the total cost of repairs or replacement.
6. I, for myself or my child, my heirs, successors, executors and subrogates, hereby WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS QCYC, their members, directors, agents, employees and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable legal fees) which are related to, arise out of, or are in any way connected with my, or my child's, participation in this activity including, without limitation, negligence of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my child as a result of engaging in the activities or the use of the QCYC Dinghy, whether or not such damage, loss, injury, paralysis or death results from negligence of QCYC or from some other cause; and I further agree not to sue QCYC, their members, directors, agents, employees or volunteers as a result of any injury, paralysis, or death in connection with my use or my child's use of a QCYC Dinghy.

I have read the above release and waiver of liability and fully understand its contents. By signing this document, I affirm that I am of 18 years of age or older and agree to the terms and conditions stated above.

Signature of Participant or Parent - Date

PARENT OR GUARDIAN ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18) In consideration of a minor being permitted by QCYC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless QCYC, their members, directors, agents, employees and volunteers from any and all Claims which are brought by, or on behalf of the minor, and which are in any way connected with such use or participation by the minor. Parent(s) or Court-Appointed Legal Guardian(s) must sign for any participating minor (those under 18 years of age) and agree that they and the minor are subject to all the terms of this document, as set forth above.

Signature of Participant or Parent - Date

Name(s) of Minor(s)