

## **Release of Liability, Waiver of Claims & Assumption of Risk Agreement**

By agreeing to this Release, you will waive certain legal rights, including the right to sue or claim compensation following an accident. It is your responsibility to read the Release carefully and in full.

The following waiver of all claims, release from all liability, assumption of all risks and other terms of this agreement are entered into by the Participant (myself or a minor for whom I am the legal guardian) with and for the benefit of Sea to Sky Sailing, its directors, officers, employees, volunteers, advisors, officials, business operators, agents, representatives and vessel owners (hereafter referred to as "Sea to Sky Sailing").

1. "Activities" includes but is not limited to recreational sailing, sailing instruction, competitive sailing, use of related facilities and equipment, and general participation in programs and services provided to the Participant by Sea to Sky Sailing.
2. I am aware that there are inherent and significant risks ("Risks") associated with participation in the Activities. I am aware that those Risks include but are not limited to the potential for serious personal injury, infection, death, property damage or loss and could be caused by any event, accident, negligence or any condition of the vessel or equipment. I understand the Risks may also be relative to my own state of fitness and health (physical, mental and emotional), and to the awareness, care and skill with which I conduct myself while participating in the Activities.

I freely accept and fully assume all responsibility for all Risks and possibilities of personal injury, infection, death, property damage or loss resulting from my participation in Activities. I agree that although Sea to Sky Sailing has taken steps to reduce the Risks and increase safety of the Activities, it is not possible for Sea to Sky Sailing to make the Activities completely safe. I accept these Risks and agree to the terms of this waiver even if Sea to Sky Sailing is found to be negligent or in breach of any duty or care or any obligation to me in my participation in Activities.

In addition to consideration given to Sea to Sky Sailing for my participation in Activities, I and my heirs, next of kin, executors, administrators and assigns (collectively my "Legal Representatives"), agree:

- to waive all claims that I have or may have in the future against Sea to Sky Sailing;
- to release and forever discharge Sea to Sky Sailing from all liability for all personal injury, death, property damage or loss resulting from my participation in Activities due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error of judgment of Sea to Sky Sailing; and
- to be liable for and to hold harmless and indemnify Sea to Sky Sailing from all actions, proceedings, claims, damages, costs, demands including court costs and costs on a solicitor and client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with my, or my guests' participation in Activities.

I agree that this waiver and all terms contained within are governed by the laws of the Province or territory in Canada in which the Activities are provided to me by Sea to Sky Sailing. I hereby irrevocably submit to the exclusive jurisdiction of the courts of that Province or Territory. Any litigation to enforce this waiver must be instituted in the Province or Territory in which the Activities are provided by Sea to Sky Sailing.

I confirm that I have had sufficient time to read and understand each term in this waiver in its entirety, and have agreed to the terms freely and voluntarily. I understand that this waiver is binding on myself and my Legal Representatives.

\_\_\_\_\_  
Participant Name (print)

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Legal Guardian Name

\_\_\_\_\_  
Legal Guardian Signature

\*If participant is under 18 years of age

\_\_\_\_\_  
Date

## COVID-19 Addendum

In addition to the Release of Liability, Waiver of Claims & Assumption of Risk Agreement above, it is your responsibility to read the COVID-19 Addendum carefully and in full:

1. I am aware of the COVID-19 symptoms and will not join a Sea to Sky Activity if I am displaying any of these symptoms. Check the symptoms and provincial guidelines here: <http://www.bccdc.ca/health-info/diseases-conditions/covid-19/about-covid-19/symptoms>
2. I will not join a Sea to Sky Activity if I, or someone in my household, have been in contact with someone who has been diagnosed with COVID-19 in the 14 days prior to my Activity start date.
3. I will not join a Sea to Sky Activity if I, or someone in my household, have been traveling outside of Canada in the 14 days prior to my Activity start date.
4. I will not join a Sea to Sky Activity if I have a compromised immune system or other underlying health condition which puts me at greater risk from severe respiratory infection.
5. I will follow the guidelines provided by Sea to Sky Sailing to limit the risk of transmission during the conduct of Activities including:
  - maintaining physical distancing wherever possible
  - bringing my own non-medical mask (any form of face covering) to wear when less than 2m from others
  - following a rigorous hand washing protocol on board and using the personal hand sanitizer issued to all students for their use on board in between hand washing.
  - assisting as necessary in following a rigorous disinfection protocol on board for all shared surfaces

I hereby acknowledge and agree to the restrictions on my participation in any Activity offered by Sea to Sky Sailing during the COVID-19 pandemic as outlined above.

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Participant Name (print)

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Participant Signature

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Date